

**EXHIBIT B**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



# The U.S.

# Anti-Doping Agency (USADA).

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*The information in this publication is provided for reference purposes only. The examples of prohibited classes of substances and prohibited methods in this Handbook are subject to change. For additional information, and for the most up-to-date lists, contact*

**The U.S. Anti-Doping Agency**  
**1-866-601-2632 (in the U.S.) or 1-719-785-2000**  
**Website: [www.usantidoping.org](http://www.usantidoping.org)**  
**Drug Reference Line: 1-800-233-0393 or 1-719-785-2828 (Outside U.S.)**

## AN INTRODUCTION TO USADA

USADA began operations October 1, 2000. In November 2001, USADA was recognized as the official anti-doping agency for Olympic, Pan American, and Paralympic sport in the United States with the passage of Public Law 107-67 (section 639). Together with anti-doping agencies worldwide, USADA seeks to harmonize anti-doping efforts.

- USADA has the authority to set forth guiding principles in anti-doping policy and to enforce any doping offense sanctions.
- As a nonprofit corporation under the leadership of an independent Board of Directors, USADA is responsible for managing the testing and results management process for the athletes.
- USADA is dedicated to preserving the well-being of sport, the integrity of competition and ensuring the health of athletes through research initiatives and educational programs.

It is USADA's intention to develop a environment that fosters true partnerships with athletes and sports entities with the goal of keeping all sports clean.

## THE SPORT SERVICE OFFICER (SSO) APPROACH

With the goal of developing positive client relationships with U.S. athletes and other major sport entities, USADA has adopted an employee based Sport Service Officer model. The basic components of this SSO model include:

- Each client is assigned to a specific USADA staff member for which that individual serves as the USADA liaison.
- Each SSO helps communicate critical testing procedures and policy information.
- This model allows the SSO to help the National Governing Bodies (NGBs) more fully support their athletes with respect to doping control.
- Athletes have an opportunity to rely on one primary contact at USADA who can directly address questions or provide appropriate referrals.

*Uniting all players in the anti-doping movement through networks of partnerships, such as the SSO approach, is key in helping to ensure a level playing field in sport.*

## Promoting Doping-Free Sport

In order to promote sport that is doping-free, it is important to understand what doping is, and why doping is prohibited.

### WHAT IS DOPING?

Currently national anti-doping agencies around the world are working to harmonize the definition of doping. For USADA testing, each athlete is responsible for his/her International Federation's (IF) definition of doping since USADA looks to IF definitions. The Olympic Movement Anti-Doping Code (OMADC), published by the International Olympic Committee (IOC) in late 1999, set forth one definition of doping as follows:

*"The presence of a substance, defined as a prohibited substance under the Olympic Movement Anti-Doping Code (OMADC), in a competitor's sample or the use of a prohibited method under OMADC".*

Doping does not necessarily mean that performance is enhanced. The ethics of both sport and medical science are breached when someone dopes. It is important to remember that a doping violation can happen regardless of whether an athlete deliberately uses a prohibited substance, or unknowingly uses a product containing a prohibited substance. The presence of a prohibited substance or evidence of the use of prohibited method in your sample constitutes a doping violation, irrespective of how it got there.

*The bottom line is that you are responsible for any substance that you ingest – it is your responsibility to ensure that any product you take does not contain a prohibited substance.*

### WHY IS DOPING PROHIBITED?

Doping is prohibited to protect your rights to compete on a level playing field without the use of prohibited substances or prohibited methods.

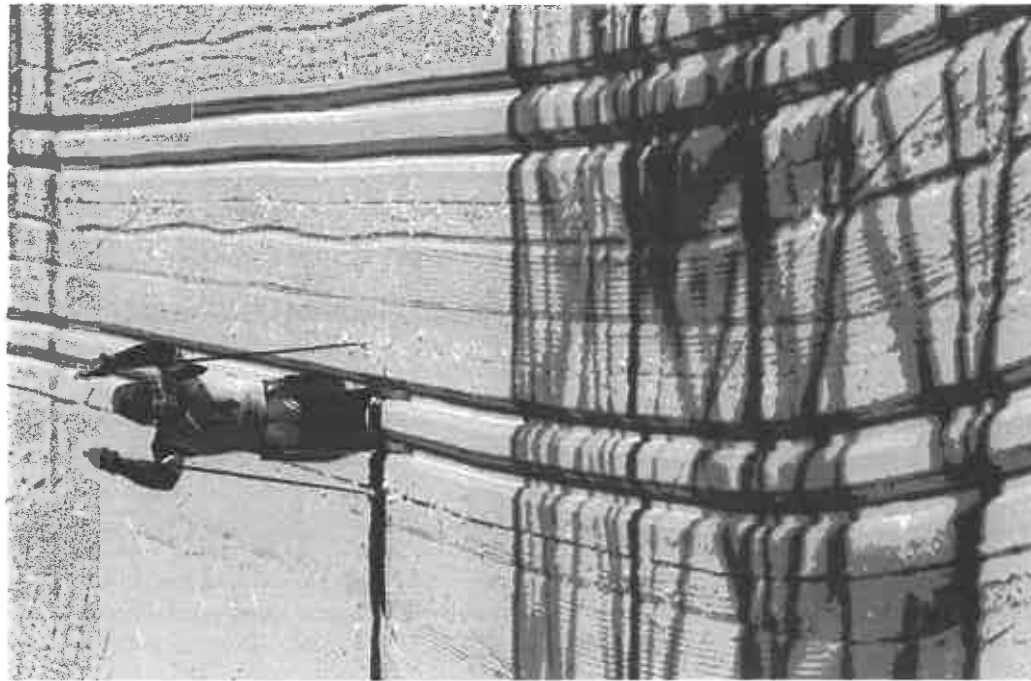
There are other reasons to prohibit doping, including the fact that doping can cause:

- **Harm to athletes who dope.** Most sports carry a certain amount of risk. Many prohibited substances and methods may add serious risks of harm to those that use them. Clean and ethical sport does not require that athletes take unnecessary risks.
- **Harm to athletes who do not dope.** Athletes who dope ruin fair sport for all athletes who do not dope. Clean athletes may perceive the need to dope in order to compete with other athletes they suspect are doping. This senseless cycle of doping can bring about personal devastation through health and safety risks, and the destruction of sport.

Sport is about competing fairly and performing to the best of your ability in the pursuit of human and sporting excellence. Taking prohibited substances or using prohibited methods is cheating, unfair, and contrary to the ethics of sport and fair play. Remember that to dope does not necessarily mean improved performance.

Doping undermines the fundamental spirit of sport and severely damages the integrity, image, and value of sport.

*Competing fairly, without doping, ensures that the true spirit of competition and athletic ability in sport is at the forefront.*



# Governance of Anti-Doping Policies, and Athlete Roles

## OVERVIEW OF ANTI-DOPING RULES AND POLICIES

SADA uses your IF's list of prohibited classes of substances and prohibited methods of doping. You are responsible for knowing what is on your IF's list. All U.S. athletes tested outside of USADA may be subject to the anti-doping rules and policies of a number of other organizations, including:

- United States Olympic Committee (USOC);
- World Anti-Doping Agency (WADA);
- International Olympic Committee (IOC); and
- Major Games Organizations, such as Commonwealth Games, all continental championships, etc.

Athletes play a critical role in creating a doping-free and ethical sport environment. Take the time to understand the anti-doping rules, prohibited classes of substances and prohibited methods of doping that govern your sport.

***Your leadership and commitment can help ensure a bright future for sport and for young athletes.***



## THE ATHLETE'S ROLE IN ANTI-DOPING

***If athletes have a number of rights and responsibilities with which you should be familiar. In this section, and throughout this handbook, you will find specific information outlining these rights and responsibilities.***

You can also obtain information about your rights as an athlete by calling the USOC Athlete Ombudsman at 1-888-ATHLETE (1-888-284-5383).

In the overall picture of doping control it is your **responsibility** to ensure that you:

- Are aware of, and comply with, the anti-doping rules and regulations of your IF and all other organizations having jurisdiction over your sport.
- Know what classes of substances are prohibited, and what medications are permitted in your sport.
- Tell your physician or pharmacist that you are an athlete and may be subject to doping control. Make sure that s/he has access to the most current USADA wallet card and Drug Reference Line (1-800-233-0393 or outside the U.S. 1-719-785-2020). Ask for an alternative treatment if the one suggested contains a prohibited substance.
- Take responsibility for any substances you ingest – make sure that any medicine prescribed or purchased over-the-counter is permitted according to the regulations of your sport. If you are not sure, call USADA's Drug Reference Line.
- Understand that any products, such as dietary supplements or herbal products, are taken at your own risk. Some of these products have been shown to contain prohibited substances, even when the label and package say that they do not.
- Ensure your training program is realistic and properly prepares you for competition, without the need to resort to doping, or misusing medications.

***Take a stand now and join in the movement for doping-free sport.***

### ALLSPORT PHOTOS:

Cover: Stephen Dunn, Mike Hewitt; page 3: Stu Forster; page 4: Mike Powell; pages 6-7: Grazia Neri; page 9: Mike Hewitt; page 11: Matt Turner; page 14: Shaun Bortelli; page 18: Jed Jacobsohn; page 20-21: Doug Pensinger; page 23: Robert Cianfione; page 25: Nathan Blinn; page 27: Jed Jacobsohn; page 28: Jamie McDonald; page 31: Mike Hewitt; page 33: Tony Duffy

## YOUR RESPONSIBILITIES IN USADA'S OUT-OF-COMPETITION (OOC) TESTING PROGRAM:

### What is my responsibility with regard to athlete location information for USADA testing?

If you are in your sport's OOC pool, you are responsible for directly keeping USADA informed of your location. It is essential that you submit an accurate and complete OOC quarterly Athlete Location Form so that USADA can locate you for testing. By submitting your complete location information on time each quarter, you can say that you are in compliance with the policy. You may have additional responsibilities for your IF with regard to OOC testing.

### What forms do I need to know to about be sure that I am in compliance with this OOC testing policy?

Two forms are important for meeting this responsibility: The Athlete Location Form, and the Athlete Change of Plan Form. The following information will help you comply with USADA's location form policies.

#### • Athlete Location Form:

**PURPOSE OF FORM:** The information provided is used to locate athletes who are selected for OOC testing. It is important that you correctly complete the entire form. You may print a copy of this form from USADA's website at <http://www.usantidoping.org/athletes/forms.asp>

**SUBMITTING THE FORM:** You can fax or mail your form to USADA, or submit it online (see below 'Submitting the Athlete Location Form Online'). The Athlete Location Form must be updated quarterly (every three months), and must be submitted one month prior to the beginning of each quarter.

The **deadlines** for submitting these forms are:

- **December 1st** for the first quarter (which begins January 1st);
- **March 1st** for the second quarter (which begins April 1st);
- **June 1st** for the third quarter (which begins July 1st); and
- **September 1st** for the fourth quarter (which begins October 1st).

**SUBMITTING THE ATHLETE LOCATION FORM ONLINE:** The online registration for the Athlete Location Form is available to athletes who have email addresses submitted to USADA. It provides a secure and convenient way for you to submit your quarterly Athlete Location Form. If you have submitted your email address on your latest form submitted to USADA, you are eligible to complete your Athlete Location Form online on the USADA web site. You will receive a confirmation email once your electronic Athlete Location Form has been received by USADA.

#### • Change of Plan Form:

**PURPOSE OF FORM:** To submit temporary changes during a particular quarter. For example, if you will be in a location different from what you provided on your quarterly Athlete Location Form you must submit a Change of Plan.

**SUBMITTING THE FORM:** You can submit a Change of Plan by fax, mail, or email. If submitting the form by fax or mail you can print one off at [http://www.usantidoping.org/athletes/forms\\_2.asp](http://www.usantidoping.org/athletes/forms_2.asp). In order for USADA to accept your Change of Plan by email, you must have submitted your quarterly Athlete Location Form, and send it from the email address listed on that form. If you meet this criteria for the email Change of Plan option simply type your updated location information in the body of your email and send it to [update@usantidoping.org](mailto:update@usantidoping.org). **NOTE: If you move and change your primary residence and training facility, you need to complete a new Athlete Location Form rather than submitting a Change of Plan.**

#### Important REMINDERS for Submitting your Forms Electronically:

- Your email address must be registered with USADA on a previously submitted quarterly Athlete Location Form, or on the email add/change form.
- Be sure to include your email address on all correspondence to USADA.

#### MISSED OOC TESTS

Providing timely and accurate location information to USADA is important to help avoid having a "missed test" declared under the USOC Anti-Doping Policies. It is critical that you submit your quarterly Athlete Location Form on time, that your location information is up to date, and that you are actually at the locations that you have specified on those forms. After having three "missed tests" declared within a rolling 18-month period, you could be subject to a sanction equal to that of a positive or elevated test. Following are the two ways that you could potentially face having a "missed test" declared when you are selected for OOC testing:

- By being unavailable at the locations at the times specified on your quarterly Athlete Location Form or Change of Plan Form.
- By failing to timely submit an accurate and complete quarterly Athlete Location Form.

The procedures USADA uses for processing a declared "missed test" remains the same regardless of whether it was declared as an unavailable athlete, or from a failure to submit or update a quarterly Athlete Location Form. For a complete copy of the USOC Anti-Doping Policies, go to <http://www.usantidoping.org/athletes/policies.asp>.

What if I don't know where I'll be for the next three months?

USADA recognizes that schedules change, or that you may have difficulty projecting your schedule in advance. All we ask is that you do the best you can completing your Athlete Location Form, and use the Change of Plan to update your information.

## EVENT TESTING

### Which athletes are selected for testing at an event?

Typically, USADA follows NGB or IF procedures for selecting athletes to be tested at events. However, USADA retains the right to test any athlete at any time.

### How will I be notified of being selected for testing at an event?

A USADA representative will notify you in person of your selection for doping control. Once notified of your selection, you will be asked to acknowledge in writing on a USADA form (Doping Control Official Record) that you were notified. From that point forward the USADA representative will accompany you at all times until you report to the Doping Control Station, where your urine sample will be collected and sealed in a sample kit.

**NOTE:** An athlete's refusal to provide a sample may result in a sanction equivalent to that of a positive or elevated doping control test.

### How and where do I report for testing at an event?

You, your representative (if applicable), and the USADA representative who notified you for testing must report to the Doping Control Station as soon as possible, but no later than 60 minutes after the notification. You and your representative must sign in at the Doping Control Station, and will sign out when the testing process has been completed. The Event Organizer is responsible for providing sealed drinks at the Doping Control Station. These are consumed at your own risk.

### For which substances/methods does USADA test in the Event testing program?

The Event testing menu (full-menu) generally consists of the following:

- Stimulants
- Narcotics
- Anabolic agents
- Diuretics
- Masking agents
- Peptide hormones
- Classes of Prohibited substances in certain circumstances, for example, alcohol, cannabinoids, local anesthetics, corticosteroids, and beta-blockers.
- Prohibited methods, including blood doping, administering artificial oxygen carriers or plasma expanders, and pharmacological, chemical, and/or physical manipulations.

*Substances on this list MAY BE found in over-the-counter cold/allergy medications. Over the counter dietary supplements may also contain prohibited substances in these categories. Athletes who take dietary supplements do so at their own risk.*

**Check with your IF to determine what is included on its classes of prohibited substances list.**



## OUT-OF-COMPETITION (OOC) TESTING

### How are athletes selected for OOC testing?

USADA uses selection formulas based on NGB recommendations (which may include athlete performance, competition standings, etc.) to randomly select athletes for OOC testing. However, USADA retains the right to test any athlete at any time.

### How will I be notified of being selected for OOC testing?

A trained USADA representative will notify you in person of your selection for doping control. You will be asked to acknowledge in writing on a USADA form (Doping Control Official Record) that you were notified. Once you have been notified, the USADA representative will accompany you at all times until your urine sample is processed and sealed in a sample kit.

### For which prohibited classes of substances/methods does USADA test in the OOC testing program?

The OOC testing menu (short menu) generally consists of the following:

- Anabolic agents
- Diuretics
- Masking agents
- Peptide hormones
- Prohibited methods, including blood doping, administering artificial oxygen carriers or plasma expanders, and pharmacological, chemical, and/or physical manipulations

**Your IF may have additional prohibited/restricted substances. Please check with your IF for more details.**

*Substances on this list are generally NOT found in over-the-counter cold/allergy medications. Over the counter dietary supplements may contain prohibited substances in these categories. Athletes who take dietary supplements do so at their own risk.*

## URINE SAMPLE COLLECTION PROCESS FOR DOPING CONTROL TESTING

SADA has trained a group of DCOs to collect and process urine samples in a particular way using a specific type of sample kit. You should expect every USADA DCO to present credentials and identify him/herself as a USADA DCO. When you are notified for testing,

whether it is at an event or OOC, you are responsible for cooperating with the DCO during the sample collection procedure. If you have any questions or concerns with the urine sample collection procedures, please record these on a supplementary report form or an athlete feedback form.

### What happens when I am ready to provide a urine sample?

If you have a representative with you, s/he will be asked to remain in an appropriate waiting area while you provide the sample. Only trained USADA personnel may observe the actual provision of the urine sample, and will be the same gender that you are.

Following are points that describe the process for providing a urine sample.

You should:

- Have at least three collection containers from which to choose;
- Be instructed to select a sealed collection container and visually check that it is empty and clean; and
- Proceed to the toilet area, accompanied by the observer, to provide the sample.



The observer must have a clear and unobstructed view of the passing of the sample. To accomplish this you should be instructed to:

- Pull your shirt up to mid-torso;
- Roll long sleeves above the elbow; and
- Pull trousers/shorts, etc., down to mid thigh.



After providing the urine sample, you and the observer will return to the processing area of the Doping Control Station for Event testing, or an appropriate area for an OOC test. The collection container must be in clear view of a USADA representative at all times. You should have control of the collection container and your urine sample until the sample is sealed inside the sample kit bottles (the USADA representative may assist).

## How will my urine sample be processed?

**NOTE:** Your representative (if you have one) may be present during the remainder of the procedure.

After you have provided a urine sample, a DCO (who may also be the person who observed the sample collection) will ask you to select a sealed sample kit.

The following points describe how a sample is processed. During this process you should:

- Have at least three sample kits from which to choose;
- Examine the sample kit to determine that it is suitable (e.g. sample kit numbers match, kit not damaged, etc.);
- Verify that the numbers on the sample kit box match with the numbers on the sides and caps of both sample kit bottles; and
- Visually check that the sample kit is empty and clean.



You will open the sample kit, pour a prescribed amount of urine into each of the two sample kit bottles, and seal the bottles. The DCO should check to ensure that the bottles are properly sealed and that there is no leakage.



The DCO will confirm the urine sample is within the required physiological limits. This is done by testing the pH and Specific Gravity of the sample using the small amount of urine remaining in the collection container.

## What if I want to document something in writing about my testing experience?

If you, the DCO, and/or your representative are interested in submitting written comments specific to your sample or the testing session, this may be done on a Supplementary Report Form. You will receive a copy of the Doping Control Official Record and the Supplementary Report Form (if applicable) at the end of the testing process. You may also provide feedback about your doping control experience on an Athlete Feedback form to return to USADA.



**Don't let a mistake jeopardize your career. Remember that everything you consume is ultimately your responsibility.**

## SAMPLE SECURITY AND RESULTS MANAGEMENT

### How do I know that my sealed urine sample won't be tampered with?

All test samples are sent to an IOC or WADA accredited laboratory. As of January 2001 there were 25 of these accredited laboratories in the world, with one in the United States located at the University of California at Los Angeles (UCLA). These laboratories are equipped with devices to remove the sealed sample bottle tops without shattering them. This photo shows a bottle from which the top was "removed" without one of these lab devices.



### What kind of information accompanies my urine sample to the lab?

Every sample sent to an IOC or WADA accredited lab is identified by number only, and is accompanied with the lab copy of the Doping Control Official Record. The lab copy does NOT have the athlete's name on it. The information on the copy of the form that goes with your sample to the lab includes:

- The identification number that matches the numbers on the sample kit box and bottles;
- The list of medicines and supplements that you declare;
- The date of the sample collection; and
- Whether the sample is an OOC test or an Event test.

This process is designed to ensure the security of your sample, and to protect your confidentiality, while providing the lab with the necessary information to process the sample.

### What is the notification process for test results?

Once the sample is processed the laboratory sends the test results to USADA, where the sample identification number is matched with your records in USADA's database. USADA then notifies you, your NGB, and the USOC in writing of your test results, regardless of what the results are.

On page 15 of this Handbook is a chart showing the approximate timeline for test result notification under USADA's Protocol for Olympic Movement Testing. A full copy of this protocol can be found at [http://www.usantidoping.org/files/USADA\\_Protocol.pdf](http://www.usantidoping.org/files/USADA_Protocol.pdf)



## Approximate Timeline and Notices Under USADA Protocol



<sup>1</sup> Notice from USADA will include the data and location of the sample collection, the athlete's sample number and name and the laboratory test result. The IOC accredited laboratories are required to give notice to the IOC and relevant IF directly any time there is a positive A or B test. However, that notice does not include the athlete's name (sample sent to the labs are identified only by number-not by name). Most NGBs will, upon request, routinely forward the athlete's name to the IF and update the IF on the status of proceedings.

## USADA's Process for Managing Doping Offenses

The objective of USADA's Protocol for Olympic Movement Testing is to provide a process which:

- Is fair to athletes;
- Has international credibility;
- Minimizes the number of hearings;
- Decreases the likelihood that an athlete will be subject to subsequent proceedings initiated by an IF; and
- Does not put NGBs and athletes in an adversarial position.

Please refer to the diagram on page 17 outlining the USADA's process for managing doping offenses.

### What is considered a doping offense?

There are several ways that you could have a doping offense, including:

1. A confirmed positive or elevated test result;
2. A refusal to participate in an Event or OOC doping control test;
3. Having three "missed tests" declared within any rolling 18-month period;
4. Admission;
5. Other evidence.

### What is a sanction for a doping offense?

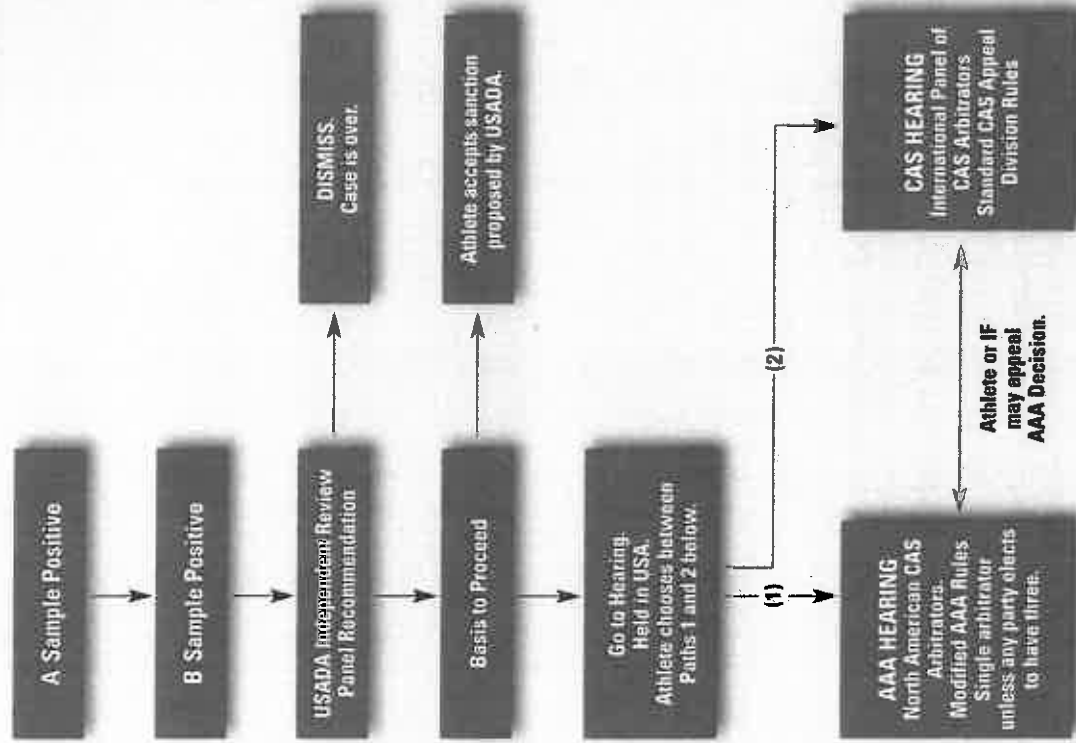
USADA follows the sanction period determined by each sport's IF. The sanction can range in severity from a public warning and disqualification from the event where the positive test was recorded, to a lifetime ban. Please check your respective IF's rulebook or web site for specifics on the sanctions. Each IF web site can be found at <http://www.usantidoping.org/links/if.asp>

### What kind of hearing is done to review a doping offense?

If a sample is confirmed positive or elevated, and reviewed by USADA's Anti-Doping Review Panel, an athlete has the choice of accepting the recommended sanction or taking the case to a hearing before either:

- Arbitrators who are members of both the American Arbitration Association (AAA) and the North American Court of Arbitration (NCAS), with the right to appeal their decision; or
- The Full International Court of Arbitration for Sport (CAS) with no right to appeal a decision.

## USADA's Results Management Diagram



## PROHIBITED CLASSES OF SUBSTANCES

**STIMULANTS** – The primary medical uses of these compounds are to treat conditions such as Attention Deficit Disorder (ADD), asthma, narcolepsy, and obesity.

### What are some of the health risks of stimulants?

Stimulants can cause an increased alertness, and various health risks, including:

- Insomnia
- Anxiety
- Increased competitiveness, hostility, and aggressiveness
- Addiction to the stimulants and withdrawal symptoms
- Dehydration
- Tremors
- Increased heart rate and blood pressure
- Increased risk of stroke, heart attack, and cardiac arrhythmia
- Sudden death.

Since 1994, there have been 1,400 adverse events related to ephedrine alkaloids (a stimulant found in dietary supplements) reported to the FDA, including over 80 deaths.

### What about over-the-counter products containing stimulants?

Prohibited stimulants are often present in over-the-counter (OTC) medications such as decongestants, diet aids, and headache remedies. Because these medications are readily available and commonly used, athletes must be careful not to inadvertently or unknowingly take items containing these prohibited substances.

### What about caffeine?

Caffeine is a central nervous system stimulant that is commonly found in coffee, tea, chocolate, and soft drinks. In addition, many cough and cold, dietary supplement, and pain reliever combinations contain caffeine. A concentration greater than 12 micrograms of caffeine per milliliter in a urine sample is considered doping. Typically, a couple of cups of U.S. brewed coffee should not result in urinary concentrations of greater than 12 mcg/ml. However, one should not attempt to predict the urinary concentrations of caffeine since they vary significantly for each individual and are influenced by factors such as age, gender, body size, weight, diet, and metabolic rate. Be aware that other forms of caffeine (e.g., tablets) do not metabolize at the same rate and produce much higher urine concentrations of caffeine.

**Athletes are encouraged not to take any pill containing caffeine before or during a competition. You are responsible for knowing your IF lists and policies.**

### How are doping offenses publicly announced?

USADA will publicly announce positive or elevated test results following the conclusion of its results management process. USADA also announces aggregate data for all testing and adjudication results. The USOC, independent of USADA, has a 30-day policy regarding publicly announcing the name of an athlete and a positive test result, or other alleged doping violation, thirty (30) days after receipt of the Anti-Doping Review Panel recommendation.

USADA recommends that you download a full copy of USADA's Protocol for Olympic Movement Testing at [http://www.usantidoping.org/files/USADA\\_Protocol.pdf](http://www.usantidoping.org/files/USADA_Protocol.pdf).

## IOC/OMADC Prohibited Classes of Substances and Prohibited Methods of Doping

This section provides answers to common questions about the prohibited classes of substances and prohibited methods of doping. This information is also intended to inform you of health and safety risks associated with many substances. For complete information refer to the USADA Guide to Prohibited Classes of Substances and Prohibited Methods of Doping, and to USADA's wallet card. You can also call USADA's Drug Reference Line **(1-800-233-0393 or outside the U.S. 1-719-785-2020)** with any questions about substances.

### What is Guarana?

Guarana is promoted as an energy enhancing herbal product. Guarana (paullinea cupana) is a tropical Brazilian fruit with seeds and has a caffeine content two to four times greater than coffee. Therefore, the same precautions need to be taken with Guarana as with any product containing caffeine. Examples of products containing Guarana include Bawls Guarana, Energy Guarana, Energy Guarana Powder, Guts, and Tropisoda.

### Are asthma medications permitted?

The choice of medications in the treatment of asthma and respiratory ailments has traditionally posed challenges in sport because many commonly prescribed drugs are powerful stimulants. Some of these agents also possess anabolic properties, especially when taken orally or by injection. Because of their stimulatory and potential anabolic effects, limitations have been placed on their use. Some asthma medications are prohibited and a number of others are restricted requiring a Restricted Substance Medical Notification Form.

### What about ADD or ADHD medications?

The most commonly prescribed medications to treat ADD and ADHD (e.g., Ritalin, Concerta, Adderall, and Cylert) contain prohibited stimulants. Where the applicable IF tests for stimulants in competition only, athletes prescribed these medications should, in consultation with their physician, discontinue use in advance of competition in order for the medication to clear their systems.

**NARCOTICS** -- In small doses narcotics have valuable medical uses including numbing the senses, relieving severe pain, and inducing sleep.

### What are some of the side effects of narcotics?

While a sensation of euphoria and psychological stimulation are effects common to the use of narcotics, misuse of narcotics can pose great health risks, including:

- A false sense of invincibility
- Illusions of athletic prowess beyond an athlete's inherent ability
- Increased pain threshold and failure to recognize injury
- Dangerous situations may be perceived as safe, resulting in an increased risk for injury
- Physical and psychological dependence - leading to addiction and withdrawal symptoms

**NOTE: Narcotic overdoses are always a medical emergency and can lead to respiratory depression and death.**

### What if painkillers are needed for an injury?

Check USADA's Guide for examples of permitted narcotics, and for examples of medications for treatment of mild to moderate pain.

Remember to call USADA's Drug Reference Line (1-800-233-0333) before taking any new medication (prescription or over-the-counter) or dietary supplement to ensure that the product does not contain any prohibited substances.

**ANABOLIC AGENTS** - The primary medical uses of these compounds are to treat delayed puberty, some types of impotence, and wasting of the body caused by HIV infection or other diseases.

### What are some side effects of androgenic anabolic steroid (AAS) use?

**NOTE:** ♂ - Side effects observed in males.

♀ - Side effects observed in females.

\* - Effects may be permanent.

- Acne ♂ ♀
- Liver dysfunction \* ♂ ♀
- Premature closure of the growth centers of long bones (in adolescents) which may result in stunted growth \* ♂ ♀
- Increased aggressiveness and sexual appetite, sometimes resulting in aberrant sexual and criminal behavior, sometimes referred to as "Roid Rage" ♂
- Impotence with chronic or repeated use ♂
- Testicular shrinkage (testicular atrophy) \* ♂
- Breast enlargement (gynecomastia) \* ♂
- Enlargement of prostate gland ♂
- Reduction of sperm production (cessation of spermatogenesis) ♂
- Premature baldness \* ♂
- Masculinization ♀
- Excessive hair growth on the face and body \* ♀
- Deepening of the voice \* ♀
- Enlargement of the clitoris \* ♀
- Abnormal menstrual cycles (suppression of ovarian function and menstruation) ♀

AAS abuse can also lead to muscle tightness and cramps, edema (severe fluid retention), diarrhea, constipation, polycystic ovarian syndrome, heart disease, hypertension, stroke, psychotic reactions, addiction, and withdrawal symptoms. Recently it has been discovered that steroid use may make tendons stiffer, resulting in an increased potential for muscle strains or ruptures. Additionally, the risk of acquiring AIDS, hepatitis, and other blood-borne diseases increase greatly with the use of injectable forms of AAS.

### Prohibited Substances permitted under certain circumstances

Noted: Anabolic Steroids (AS) and other substances that have been found to have anabolic effects are prohibited. However, certain substances are permitted for medical purposes. Athletes must obtain a Restricted Substance Medical Notification Form (RSMNF) from their physician, and submit it to the appropriate authority, in order to be permitted to use these substances. The RSMNF must be submitted to the appropriate authority, in order to be permitted to use these substances.

The Federal Government designated AAS as Schedule III controlled substances in 1990, thus tightening down the control and availability of steroids. The dangers of today's black market manufactured drugs include impurities and/or false ingredients, which can produce unpredictable and potentially severe side effects in users.

#### **What about Beta-2 Agonists?**

Beta-2 Agonists have been shown to have anabolic effects when consistently high levels are present in the blood. The detection of salbutamol in the urine in a quantity greater than 1,000 nanograms/milliliter is considered doping with anabolic steroids. See regulations pertaining to use of Beta-2 Agonists in USADA's Guide. Harmful effects can include increased heart rate and blood pressure, headaches, insomnia, nausea, tremors, and nervousness.

#### **What is Andro?**

Androstenedione and Androst-4-enedione are steroids that are precursors to testosterone. Here are some facts about these substances that you should be aware of:

- They are widely available in dietary supplements being sold over-the-counter in health food stores and over the internet.
- They are specifically included on the IOC Examples of Prohibited Substances List.
- They are naturally produced in the adrenal gland.
- Claims are that they reduce body fat, increase muscle mass, and lower cholesterol levels.
- They are sometimes used to treat certain types of cancer and to boost the immune system.
- Potential side effects include acne, water retention, male pattern baldness, moodiness, irritability, and changes in sex drive.

#### **What are steroid precursors?**

In a nutshell, the body breaks steroid precursors down to compounds that act like testosterone. 19-Norandrostenedione, 19-Norandrostenediol, 1-androstenediol, and 1-androstenedione are examples of precursors to prohibited steroids such as nandrolone, testosterone or boldenone. They are also widely available in dietary supplements sold over-the-counter, through the mail, and over the internet, sometimes in combination with other steroids such as androstenedione. Claims made about the effects of using these products include increased muscularity, strength, endurance, and vascularity, as well as fat loss. Potential side effects are considered to be similar to those listed for androstenedione products.

**DIURETICS** – The primary medical uses of these compounds are to treat conditions such as kidney disease and congestive heart failure.

#### **What are some harmful effects of diuretics?**

The potential for serious side effects include dehydration, muscle cramps, volume depletion, drop in blood pressure, and severe electrolyte imbalance. *Taken without medical supervision, diuretics can result in potassium depletion and death.*

#### **PEPTIDES, HORMONES, MIMETICS AND ANALOGUES –**

- Peptide hormones act as messengers from one organ to another to stimulate various functions of the body such as growth, sex drive, behavior, and pain threshold.
- Mimetics are substances that imitate the action of other related drugs.
- Analogues are chemically produced drugs designed to have effects similar to the compounds naturally produced in the body.

The presence of an abnormal concentration of an endogenous hormone or its diagnostic marker(s) in the urine (or other specimen) of a competitor constitutes doping, unless it has been conclusively documented to be solely due to a physiological or pathological condition. Examples of peptide hormones include Human Chorionic Gonadotrophin (HCG), Adreno Corticotrophin (ACTH), Human Growth Hormone (HGH), and Erythropoietin (EPO).



## PROHIBITED METHODS OF DOPING

### The following procedures are prohibited:

- Blood doping
- Administering artificial oxygen carriers or plasma expanders
- Pharmacological, chemical and physical manipulation

#### What is blood doping?

Blood doping means the administration of blood, red blood cells, and/or related blood products to an athlete, which may be preceded by withdrawal of blood from the athlete who continues to train in such a blood-depleted state.

#### What health risks are involved?

Allergic reactions (rash, fever, etc.), acute hemolytic reaction with kidney damage if incorrectly typed blood is used, delayed transfusion reactions resulting in fever and jaundice (can be fatal), transmission of infectious diseases (e.g., viral hepatitis and AIDS), overload of the circulatory system, blood clots, and metabolic shock.

#### What are artificial oxygen carriers or plasma expanders?

Oxyglobin® and perfluorocarbons (PFCs) are examples of compounds used to enhance oxygen transport, and are prohibited by the IOC and International Federations. Plasma expanders, such as hydroxyethyl starch, used to increase the water content of the blood, are also prohibited.

#### What is pharmacological, chemical, and physical manipulation?

Pharmacological, chemical and physical manipulation means the use of substances and methods, including masking agents, which alter, attempt to alter, or may reasonably be expected to alter the integrity and validity of urine samples used in doping controls. These include, without limitation, catheterization, urine substitution and/or tampering, inhibition of renal excretion such as by probenecid and related substances, and alterations of testosterone and epitestosterone measurements such as epitestosterone application or bromantin administration.

WHETHER OR NOT THE USE OF A PROHIBITED SUBSTANCE  
OR PROHIBITED METHOD ENHANCES PERFORMANCE DOES NOT MATTER.  
IT IS ENOUGH THAT THE PROHIBITED SUBSTANCE OR  
PROHIBITED METHOD WAS USED OR ATTEMPTED TO BE USED  
TO BE CONSIDERED A SANCTIONABLE DOPING VIOLATION.

## RESTRICTED SUBSTANCES

### What does "prohibited substances in certain circumstances" mean?

These are substances that may be included in the Event testing menu at the request of the responsible authorities, such as WADA, IOC, USOC, IF, and/or NGB. Positive tests in this category may lead to sanctions. See the pullout box on page 20 for more information.

#### What about alcohol?

Although alcohol is the most widely abused drug in the country, it does not generally improve sports performance. It depresses the central nervous system and adversely affects coordination and fine hand-eye movements. Nevertheless, breath or blood alcohol levels may be determined at the request of the responsible authorities.



### What about marijuana?

Cannabinoids (e.g., marijuana, hashish, cannabis) are illegal substances. Possession and/or use of these substances are illegal and may subject a person to arrest and criminal prosecution. The IOC, at the Olympic Games, and many IFs include cannabinoids on their lists of prohibited substances. In those cases a concentration in the urine of carboxy-THC greater than 15 nanograms per milliliter constitutes doping.

The body absorbs THC, which is the mind-altering ingredient in cannabinoids, and transforms it into metabolites, which can be detected in the urine for weeks after use. Its metabolites can be detected in urine four (4) to ten (10) days after smoking a single joint, and up to several weeks or months following chronic use. Side effects include:

- Increased heart rate;
- Impaired short-term memory;
- Distorted sense of time and space;
- Diminished ability to concentrate;
- Slowing of coordination and reaction of reflexes;
- Fear of losing control;
- Impaired thinking and reading comprehension; and
- Chest pain and airway irritation.

**Alcohol and marijuana are not performance enhancing so why are they prohibited?**

The safety of the athletes and others involved in the event are at risk if someone is under the influence of marijuana or alcohol.

**Where the rules of a responsible authority so provide, tests will be conducted for cannabinoids (e.g., marijuana, hashish). AT THE OLYMPIC GAMES, TESTS WILL BE CONDUCTED FOR CANNABINOIDS.**

### What are local anesthetics?

Local anesthetics are used to treat pain by blocking nerve impulses. Only local or intra-articular anesthetics are permitted and only under certain conditions

### What are glucocorticosteroids?

Medical uses for glucocorticosteroids include treating allergies, asthma, inflammatory conditions, skin disorders, and many other diseases. If a glucocorticosteroid is needed to manage a medical condition you MUST have your physician's diagnosis and have him/her submit a Medical Notification Form. There is a copy of this form in the Guide, or you can print a copy of this form from [http://www.usantidoping.org/athletes/forms\\_4.asp](http://www.usantidoping.org/athletes/forms_4.asp).

### What are beta-blockers?

Beta-blockers are medically used to control hypertension, cardiac arrhythmias, angina pectoris, migraine, and nervous or anxiety-related conditions. Due to the continued misuse of beta-blockers in some anaerobic sports, tests for beta-blockers are performed in agreement with the rules of the IF and/or at the direction of the responsible authority.

- Where the rules of a responsible authority so provide, tests will be conducted for beta-blockers. *It is the athlete's responsibility to check whether beta-blockers are included on his/her IF testing list.*
- Sports that may be tested are unlikely to include endurance events that necessitate prolonged periods of high cardiac output and large stores of metabolic substances in which beta-blockers would severely decrease performance capacity.
- Other sports may test for beta-blockers if indicated or deemed appropriate.

***Ignorance is never an excuse. It is the personal responsibility of each athlete to ensure that he or she does not allow any prohibited substance to enter his or her system or use or allow the use of any prohibited method.***

## Guide to Dietary Supplements

Whatever happened to eating right, working out hard, and getting plenty of rest? Is it still the most effective way to train? It is the safest way. As athletes continually strive to achieve an edge over their opponents, many may look to taking dietary supplements in an effort to gain this advantage.

### What is a dietary supplement?

A dietary supplement is a product taken by mouth that contains a "dietary ingredient" intended to supplement the diet. The "dietary ingredients" in these products may include vitamins, minerals, herbs or other botanicals, amino acids, and substances such as enzymes, organ tissues, glandulars, and metabolites. The Dietary Supplement Health and Education Act governs dietary supplements.



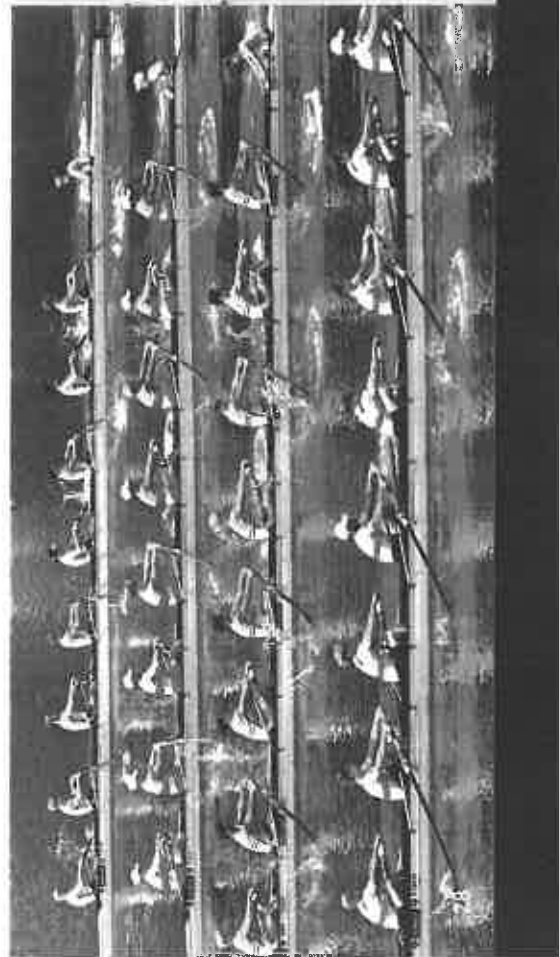
### What is the Dietary Supplement Health and Education Act?

The 1994 Dietary Supplement Health and Education Act (DSHEA) gave manufacturers the freedom to market supplements without proof of safety or effectiveness testing on humans. This means that dietary supplements do not need approval from the FDA before they are marketed. For example, *tribulus terrestris* "Trib" is a supplement that claims to build muscle. In a study from Australia, "Trib" was shown to cause a neurodegenerative condition in sheep called staggering disease. There is little data yet on what it does to humans, but do you really need to know more, given what it does to sheep?

### If the FDA does not regulate dietary supplements, who does?

Since 1994, the dietary supplement manufacturers have been responsible for overseeing the safety of their products. The perception has been that the fox is guarding the henhouse. It is up to the manufacturer to determine the recommended dosage for their dietary supplements. The manufacturers do not need to provide evidence of their product's safety or back up any claims they make about their product. Dietary supplements that contain a "new dietary ingredient" do come under more scrutiny, but it is up to the manufacturer to determine if their product contains a "new dietary ingredient." One of the few places to find information about a supplement is from the manufacturer.

A dietary supplement is also assumed to be safe until proven unsafe. It takes overwhelming evidence to prove that a supplement is unsafe. That could take years while the manufacturer is still free to sell their product. For example, since 1994 there have been 1,400 adverse events related to ephedrine alkaloids reported to the FDA, including over 80 deaths. Ephedrine alkaloids are still sold as an over-the-counter supplement. *NOTE: Ephedrine alkaloids are a prohibited substance under the OMAAC.*



### Am I safe as long as I know how to read the labels?

There are requirements on labeling of dietary supplements, but do the ingredients listed on the label provide any guarantee of what is in the bottle? The intermediate reports from a study ordered and funded by the IOC on the analysis 600 nutritional supplements show that of 200 products analyzed, 20% contained non-labeled substances that would lead to a positive doping test. So, what is printed on the label provides no guarantee of what is in the bottle.

### How do I know if a dietary supplement contains a prohibited substance?

Since the dietary supplement industry is largely unregulated, it is impossible to be absolutely sure about a supplement's contents. Be very suspicious of any supplement claims that include:

- Ripped
- Energy
- Non-Drowsy
- Day Time
- Fuel
- Weight Loss
- Increased Strength
- Metabolic Enhancer
- Thermogenic
- Diet
- Fat Loss
- Decongestant
- Growth

### Should I follow the recommended dosage?

A common misconception about dietary supplements is that "if a little is good, then a lot is better." Taking more than the recommended dosage can be dangerous. Remember that the manufacturer is responsible for recommending the "safe" dosage, so it is ill-advised to trust the recommended dosage on the bottle. For example, for safety considerations the FDA has proposed serving sizes for ephedrine alkaloids to be limited to 8 mg or less, but many dietary supplement companies recommend 20 mg per serving. *NOTE: Remember, ephedrine alkaloids are a prohibited substance.*

### My friend has told me that I should try a dietary supplement that has worked for them. Is it safe for me?

An important concept regarding dietary supplements is "specificity." Specificity simply means that people react differently to the same substances. Some dietary supplements are not dangerous for everyone, but they are potentially unsafe for specific individuals. Some may interfere with medications, aggravate existing medical conditions, or increase risks during surgery. Since each person reacts differently to substances, just because your friend has had success with a dietary supplement does not mean that the supplement will work for you, or even be safe for you. Along these same lines, just because a dietary supplement is safe for an adult does not mean it is safe for a child.

*Athletes should exercise extreme caution when considering taking any dietary supplement. Athletes are ultimately responsible for what they consume. If you choose to take dietary supplements, you do so at your own risk. If you are unsure of what you are taking, do not take it. If you have questions, call USADA's Drug Reference Line at 1-800-233-0393.*

# Summary

## IMPORTANT REMINDERS FOR ATHLETES:

**Remember that ignorance is never an excuse.** It is the personal responsibility of each athlete to ensure that s/he does not allow any prohibited substance to enter his/her system, or use or allow the use of any prohibited method. Here are some important points to remember:

- Athletes should not take any substance, whether prescription or over-the-counter, without checking first to see if it is permitted. You can check by using your USADA wallet card, the USADA Guide to Prohibited Classes of Substances and Prohibited Methods of Doping, or by calling USADA's toll free Drug Reference Line at 1-800-233-0393 or 1-719-785-2020 (outside the U.S.).
- Keep in mind that USADA's Guide to Prohibited Classes of Substances and Prohibited Methods of Doping only provides examples, and is not an exhaustive list. Contact the Drug Reference Line about any substance that is not in the Guide or wallet card.
- Never assume that a medication is acceptable to take because your physician prescribes it. Check the Guide, wallet card, and/or Drug Reference Line if you have any doubt about the status of a prescribed medication.
- Know the *exact name* of your medication since many products sound alike. For example, Tylenol and Afrin Nasal Spray are permitted. However, Co-Tylenol, Afrin tablets, and Afrinol contain prohibited substances.

Your BEST INSURANCE is taking responsibility to be educated, and knowledgeable about what you take.

## DIETARY SUPPLEMENTS:

- Many dietary supplements, which are sold over-the-counter or through the Internet, contain prohibited substances. These prohibited substances include:
  - Steroid precursors like DHEA, androstenedione, androstenediol, norandrostenedione, and norandrostenediol; and
  - Stimulants like ephedrine (ephedra), pseudoephedrine, Ma Huang, and Guarana.
- Prohibited substances should be listed on dietary supplement product labels that contain them. This is NOT always the case because government regulation of dietary supplements is lax and manufacturing processes in the industry are uneven.
- Some dietary supplements have been found to contain prohibited substances that are not disclosed on the labels. Studies have shown that even minute traces of contamination of a dietary supplement with a prohibited substance like norandrostenedione can result in a positive doping test.

- Because anti-doping rules make the presence of a prohibited substance in an athlete's urine a doping violation regardless of how the substance got there, any athlete who takes a dietary supplement does so at his or her own risk.

## MEDICATIONS FOR ADD AND ADHD:

- Ritalin, Adderall, Pemoline, Wellbutrin, and other medications prescribed for Attention Deficit Disorder and Attention Deficit Hyperactivity Disorder contain substances that are prohibited in competition.
- Unless an athlete has obtained a prior medical authorization from his or her IF, the detection of these substances in an athlete's urine from an Event doping control test is a doping violation.
- As a practical solution, many athletes with ADD or ADHD should, in consultation with their physician, discontinue their medication in advance of competitions.

## COLD MEDICINES:

- Many over-the-counter cold medications contain ephedrine or pseudoephedrine. These substances are prohibited in Event testing.
- If these substances are detected in an athlete's urine from an Event doping control test it is a doping violation.

**Now is the time to take a stand against doping in sport. Pass the torch for ethics in sport, competing fairly, and for healthy and safe competition to the youth who will follow in your footsteps.**



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**U.S. Anti-Doping Agency**

**1265 Lake Plaza Drive, Colorado Springs, CO 80906**

**1-866-601-2632 (in the U.S.)**

**or 1-719-785-2000**

**Fax: 719-785-2001**

**usada@usantidoping.org**

**Website: [www.usantidoping.org](http://www.usantidoping.org)**

**Drug Reference Line:**

**1-800-233-0393**

**1-719-785-2020 (outside the U.S.)**



**EXHIBIT C**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

AUG-02-2005 TUE 05:52 PM CAPITAL SPORTS & ENTERTA FAX NO. 5124780811

P. 02/02

**LANCE ARMSTRONG**

98 SAN JACINTO BLVD.  
AUSTIN, TEXAS 78701

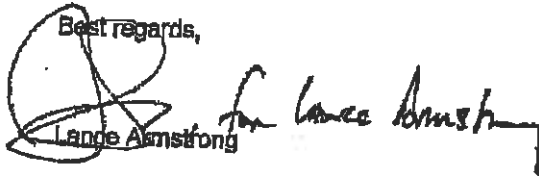
August 2, 2005

Travis Tygart, Esq.  
USADA  
2550 Tenderfoot Hill Street, Suite 200  
Colorado Springs, CO 80906-7346

Dear Travis,

I am writing to inform USADA that as of July 24, 2005, I have retired from competitive cycling.  
Thank you for your cooperation and assistance.

Best regards,

  
Lance Armstrong

cc: Mark Levinstein

**EXHIBIT D**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



CAPITAL SPORTS & ENTERTAINMENT

July 30, 2008

REC'D JUL 30 2008

Mr. Travis Tygart  
USADA  
Director of Legal Affairs  
Colorado Springs, CO 80906-7346

Dear Travis,

As you may have seen, I will be competing in the Leadville 100 on August 8<sup>th</sup>. Events like this may require me to be part of the USADA out-of-competition testing program. Would you please let me know what I need to do in order to re-enter the program as soon as possible. Thank you.

Regards,

  
Lance Armstrong

**EXHIBIT E**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

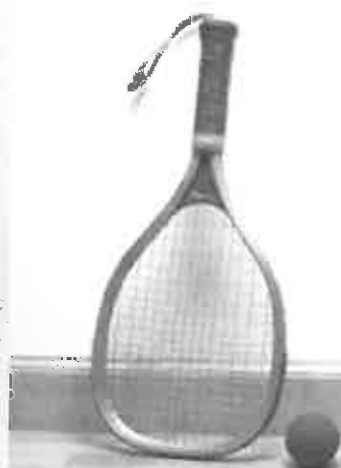
SmartBuilder Player - Windows Internet Explorer provided by United States Anti-Doping Agency

http://absorb.usada.org/courses/clients/1/2012AthletesAdvantageIntroduction(ReturningAthlete)/scorn.html



Intro

Help



Welcome back to the Athlete's Advantage T

As you probably know, the USOC National Doping Policies require all athletes in the U Registered Testing Pool (RTP) to complete tutorial every year.

We recognize you're aware of anti-doping li and that's why we wanted to provide you wi update for 2012.

You have a legacy to protect and uphold. I committed to working with you to protect yo to win...the right and clean way.

This online education tutorial is intended to provide a brief introduction to athlete responsibilities under the World Anti-Doping Code, the WADA International Standard for Testing, the USOC National Anti-Doping Policies, the USADA Protocol and certain other anti-doping rules applicable to athletes under the jurisdiction of WADA, USADA, the various International Federations and the USOC and its members organizations. This education module is not a comprehensive compilation of all rules applicable to athletes and athletes are responsible to read, understand, and fully comply with all anti-doping rules applicable to them, including the rules of their International Federation(s). In the event of any conflict between this education module and the rules, the rules shall control.

Close Disclaimer

cting



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Privacy Policy



**Why is this tutorial *mandatory*?**

- It is an obligation under the new United States Olympic Committee Anti-Doping Policies and the USADA Protocol.
- There are some significant changes to the World Anti-Doping Code and some of the International Standards, which go into effect on January 1, 2009. We want you to be informed.
- Ultimately, this is required for all athletes in USADA's RTP to help protect clean athletes from committing an anti-doping rule violation, which could have been avoided. For example, not applying for and being granted a Therapeutic Use Exemption and then testing positive for using a medically justified prohibited medication or treatment.
- We want you to understand these changes so you can more easily comply with the anti-doping rules, which govern sport.
- It is important for you to understand your rights and responsibilities.

close window

**EXHIBIT F**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

Feb. 16, 2011 5:08PM

No. 3723 P. 1



Lance Armstrong  
Capital Sports & Entertainment  
CSE Pro Cycling LLC  
98 San Jacinto Blvd, Ste 430  
Austin, TX 78701

USA Cycling  
One Olympic Plaza  
Colorado Springs, CO 80909-5775  
(719) 866-4783

Mr. Sean Petty:

I am writing to notify you of my official retirement from competitive cycling, announced on Wednesday, February 16, 2011. In accordance with my retirement, please notify USADA to withdraw me from the testing regimen.

In addition, I kindly request to retain a USA Cycling domestic racing license only. Please contact my manager Mark Higgins via email at [mhiggins@planetcse.com](mailto:mhiggins@planetcse.com) or phone at (512) 560-6233.

Sincerely,

Lance Armstrong



**EXHIBIT G**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

**From:** [Hess, Stephen A.](#)  
**To:** ["Ottillie.Morand@uci.ch"; "viviane.Fellay@uci.ch"](#)  
**Cc:** [William Bock, III; "mlevinstein@wc.com"](#)  
**Subject:** Document request related to Lance Armstrong  
**Date:** Thursday, July 12, 2012 12:13:32 PM

---

Mrs. Morand:

I am writing on behalf of USA Cycling, Inc. in response to your letter today requesting licenses and license applications from Mr. Lance Armstrong beginning in 1998. USA Cycling's initial review indicates that Mr. Armstrong held licenses for the years 1998-2005 and 2008-2011. The license applications are in storage segregated by year (as opposed to being stored by licensee), and because of the number of documents involved, it will take several days to locate and to produce all the application forms themselves. When USA Cycling issues licenses, it prints the original license and mails it to the licensee without retaining a copy. As a consequence, USA Cycling cannot produce the licenses themselves in precisely the form issued to Mr. Armstrong. USA Cycling is aware that the request for production also asks that the documents be produced as soon as possible, and USA Cycling will do so within the constraints of its systems.

Please let me know if you have any questions. I am sending a copy of this response to Mr. Bock (for USADA) and Mr. Levinstein (for Mr. Armstrong) as they were sent copies of your original letter.

Sincerely,

Stephen

Stephen A. Hess, Esq. | [shess@sah.com](mailto:shess@sah.com) | Licensed in Colorado and New Mexico

SHERMAN & HOWARD L.L.C.

90 S. Cascade Avenue, Suite 1500, Colorado Springs, CO 80903 | 719-448-4042 | Fax: 719-635-4576  
633 17<sup>th</sup> Street, Suite 3000, Denver, CO 80202 | 303-299-8479 | Fax: 303-298-0940

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**EXHIBIT H**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



**Race Results for Lance Armstrong  
Racing Age 41 from Austin, TX**

Place	Points	Name	USAC #	Time	Bib	Team
08/08/2009 -		<a href="#">Blast the Mass - MSC #5</a>		Cross Country   Pro   Elite		
1	245.66	Lance Armstrong	1917	1:51:18	71	Mellow Johnny's / Livestrong
06/21/2009 -		<a href="#">Nevada City Bicycle Classic-49th Annual</a>		Criterium   Pro/Cat 1/2		
1	292.89	Lance Armstrong	1917	01:28:20.002		Uci Pt: Astana
05/03/2009 -		<a href="#">Tour of the Gila</a>		Stage Race   Pro		
2	-	Lance Armstrong	1917		4	Mellow Johnny's
05/02/2009 -		<a href="#">Tour of the Gila</a>		Criterium   Pro		
11	359.54	Lance Armstrong	1917	1:35:56	4	Mellow Johnny's
05/01/2009 -		<a href="#">Tour of the Gila</a>		Individual Time Trial   Pro		
3	314.46	Lance Armstrong	1917	0:34:22	4	Mellow Johnny's
04/30/2009 -		<a href="#">Tour of the Gila</a>		Road Race   Pro		
27	349.77	Lance Armstrong	1917	3:12:19	4	Mellow Johnny's
02/21/2009 -		<a href="#">Amgen Tour of California</a>		Stage 7   Pro   Gc		
6	-	Lance Armstrong	1917	27:40:48	2	Astana
02/21/2009 -		<a href="#">Amgen Tour of California</a>		Stage 7   Pro		
44	-	Lance Armstrong	1917	3:27:02	2	Astana
02/20/2009 -		<a href="#">Amgen Tour of California</a>		Stage 6   Pro   Gc		
6	-	Lance Armstrong	1917	24:13:46	2	Astana
02/20/2009 -		<a href="#">Amgen Tour of California</a>		Stage 6   Pro		
14	-	Lance Armstrong	1917	31:56.5	2	Astana
02/19/2009 -		<a href="#">Amgen Tour of California</a>		Stage 5   Pro   Gc		
4	-	Lance Armstrong	1917	23:41:50	2	Astana
02/19/2009 -		<a href="#">Amgen Tour of California</a>		Stage 5   Pro		
19	-	Lance Armstrong	1917	5:07:28	2	Astana
02/18/2009 -		<a href="#">Amgen Tour of California</a>		Stage 4   Pro   Gc		
4	-	Lance Armstrong	1917	18:34:22	2	Astana
02/18/2009 -		<a href="#">Amgen Tour of California</a>		Stage 4   Pro		
82	-	Lance Armstrong	1917	4:42:38	2	Astana
02/17/2009 -		<a href="#">Amgen Tour of California</a>		Stage 3   Pro   Gc		
4	-	Lance Armstrong	1917	13:51:44	2	Astana
02/17/2009 -		<a href="#">Amgen Tour of California</a>		Stage 3   Pro		
65	-	Lance Armstrong	1917	4:28:12	2	Astana
02/16/2009 -		<a href="#">Amgen Tour of California</a>		Stage 2   Pro   Gc		
4	-	Lance Armstrong	1917	9:23:32	2	Astana
02/16/2009 -		<a href="#">Amgen Tour of California</a>		Stage 2   Pro		
13	-	Lance Armstrong	1917	5:06:41	2	Astana
02/15/2009 -		<a href="#">Amgen Tour of California</a>		Stage 1   Pro   Gc		
5	-	Lance Armstrong	1917		2	Astana
02/15/2009 -		<a href="#">Amgen Tour of California</a>		Stage 1   Pro		
10	-	Lance Armstrong	1917	4:12:14	2	Astana
09/24/2008 -		<a href="#">Cross Vegas</a>		Cyclo-cross   Cat 1/2   Uci		
22	527.72	Lance Armstrong	1917	01:05:17	38	Unattached
01/26/2008 -		<a href="#">2008 Miles of Discomfort</a>		Marathon   Cat 1/2/3     1-02		
DNF	-	Lance Armstrong	1917	DNF	7	Mellow Johnny's
04/10/2005 -		<a href="#">Garrett Lemire Memorial Grand Prix</a>		Criterium   Pro/Cat 1		
15	-	Lance Armstrong	1917		120	Discovery
02/24/2002 -		<a href="#">Ronde Van Pace Bend</a>		Road Race   Pro/Cat 1/2		
DNF	-	Lance Armstrong	1917			US Postal Service

Report missing or incorrect license numbers

**EXHIBIT I**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

Lance Armstrong

**Date of Birth:** September 18, 1971

**Height:** 5' 8"

**Weight:** 156 lbs.

**Place of Birth:** Plano, Texas

**Hometown:** Austin, Texas

**Residence:** Austin, Texas

**Pro Teams:** Motorola (1992–96), Cofidis (1997), US Postal (1998–2004), Discovery Channel (2005), Astana (2009), Team RadioShack (2010–2011)

**Education:** Bending Oaks High School, Dallas, TX

#### Websites

[www.livestrong.com/teamradioshack](http://www.livestrong.com/teamradioshack)

[www.lancearmstrong.com](http://www.lancearmstrong.com)

[www.livestrong.org](http://www.livestrong.org)

[twitter.com/lancearmstrong](https://twitter.com/lancearmstrong)

#### Olympic Experience/UCI World Championship Results

- 1992 Olympic Games — Barcelona, Spain (14th in Men's Road Race)
- 1993 World Road Championships — Oslo, Norway (1st in Men's Road Race)
- 1996 Olympic Games — Atlanta, Georgia (6th in Men's Time Trial; 12th in Men's Road Race)
- 2000 Olympic Games — Sydney, Australia (Bronze medal, Men's Time Trial; 13th in Men's Road Race)

#### Career Highlights

- Seven-time Tour de France Champion, 1999–2005 (most all-time)
- 25 Tour de France stage wins (third all-time)
- 1993 USA Cycling Professional Road Race National Champion
- 1st — 2009 Nevada City Classic
- 1st — 2005 Tour of America
- 1st — 2004 Tour of Georgia
- 1st — 2003 Critérium du Dauphiné
- 1st — 2003 Grazer Altstadt Kriterium
- 1st — 2002 Grand Prix du Midi-Libre
- 1st — 2002 Critérium du Dauphiné
- 1st — 2001 Tour de Suisse
- 1st — 2000 Grand Prix Eddy Merckx
- 1st — 2000 Grand Prix des Nations
- 1st — 2000 Critérium du Dauphiné
- 1st — 1998 Tour de Luxembourg
- 2nd — 2010 Tour de Suisse
- 2nd — 2002 Critérium International
- 2nd — 2001 Amstel Gold
- 2nd — 2000 Paris-Camembert
- 2nd — 1999 Amstel Gold
- 3rd — 2009 Tour de France

#### Personal

Lance Armstrong has won the Tour de France an unprecedented seven times (the previous record was five) and has 25 Tour de France stage wins and many other cycling victories. He is a past road cycling World Champion and has competed in the Olympic Games three times, winning a bronze medal in the men's time trial in 2000. However, his most enduring legacy may be in the fight against cancer.

Lance was born in Plano, Texas, to a teenage mother. His father deserted them when Lance was two. As a young teen, Lance began competing in triathlon and won two national championships by age 19.

His prowess on the bike quickly began to show. In his senior year of high school, Lance trained with USA Cycling's developmental team. His career took off — he qualified for the junior world championships in 1989, won the U.S. National Amateur Championship in 1991, turned pro, and became world road champion in 1993.



**Armstrong was voted Associated Press Male Athlete of the Year each year from 2002 to 2005.**

**EXHIBIT J**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

All UCI licenses expire December 31 of the year issued

USAC License # \_\_\_\_\_

- ☐ UCI Elite
- ☐ UCI Master (30 years & over)

RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED

- You must provide a U.S. address to obtain an international license through USA Cycling.
- You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.
- You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
- Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

- LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_
- DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
- CITIZENSHIP: \_\_\_\_\_  
You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).
- DATE OF BIRTH: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_
- UCI TRADE TEAM: \_\_\_\_\_
- DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

## INTERNATIONAL LICENSE FEES - CHECK ALL

- |   |                 |
|---|-----------------|
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien requesting International License   | \$ 125.00       |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current USCF <b>OR</b> NORBA license adding an International License  | \$ 75.00        |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current USCF <b>AND</b> NORBA license adding an International License | \$ 50.00        |
| <input type="checkbox"/> <b>Foreign Citizen</b> living in the United States requesting International License <b>ONLY</b>                          | \$ 150.00       |
| <input type="checkbox"/> 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt)                    | Add \$ 20.00    |
| <input type="checkbox"/> 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses.          | Add \$ 35.00    |
| <b>TOTAL AMOUNT ENCLOSED</b>  | <b>\$ _____</b> |

If your current domestic license(s) expires within 90 days, the International License is not an add-on and the total \$125 fee or \$150 fee is due.

\_\_\_\_\_ **Check or money order** made payable to USA Cycling, Inc.

\_\_\_\_\_ **VISA**

\_\_\_\_\_ **MasterCard**

**Card #** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature \_\_\_\_\_

## THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

- CURRENT RESIDENCE \_\_\_\_\_
- PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_
- Have you been issued a license by the UCI or a National Federation other than USA Cycling in the last year? ☐ Yes ☐ No  
If "yes," provide the name of the issuing organization: \_\_\_\_\_
- Have you been denied a license in the last three years? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_
- Are you currently under suspension? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
Suspension Dates: From \_\_\_\_\_ to \_\_\_\_\_  
MONTH / DAY / YEAR MONTH / DAY / YEAR  
Reason for Suspension: \_\_\_\_\_

**CONTINUED ON THE REVERSE SIDE**

**UNSIGNED OR INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

## APPLICANT DECLARATION

*All applicants over the age of 18 must sign part 1. Applicants under age 18 must provide signatures for parts 1& 2.*

**THE FOLLOWING DECLARATION MUST BE READ IN ITS ENTIRETY AND AGREED TO WITH YOUR SIGNATURE AND THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW.**

1. I am not aware of any reason why the requested license should not be issued. I have not requested a license for the International Cycling Union (UCI) or from any national federation for the calendar year. I am solely responsible for the information contained in this application to the UCI, its Continental Federations, and its National Federations. I agree to compete in sportsmanlike manner. I agree that the sole jurisdiction for resolving disputes that may arise shall be in the courts of the domicile of the UCI. By participating in a race where a drug test is conducted, in accordance with UCI Drug test regulations, I agree to submit to such testing. I further agree that when competing outside the United States or in international races the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI antidoping regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI, to release to UCI officials a list of medications or treatments administered to me before any specific competition. I agree to submit any protests or disputes regarding drug abuse when competing outside the United States or in international races to the "Court of Arbitration for Sports" (CAS), whose decision I shall accept as final. I agree that all urine samples in such cases taken shall become the property of the UCI and that the UCI may have them analyzed, notably for the purpose or research and information on health protection.

I accept the conditions regarding blood testing and agree to undergo blood tests.

This Agreement is given by the undersigned Applicant for the benefit of USAC and its respective divisions and associations including USCF, NORBA and US Pro Cycling, employees, agents, members, sponsors, promoters, and affiliates (collectively "Releasees"). I acknowledge that cycling is an inherently dangerous sport in which I participate at my own risk and that USAC and its associations are nonprofit corporations formed to advance the sport of cycling, the efforts of which directly benefit me. In consideration of and as a condition of my membership in and the issuance of a license to me by USAC, USCF, NORBA and US Pro Cycling, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from and against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act, any Releasees in connection with the sponsorship, organization or execution of any bicycle racing or sporting event, including travel to and from such event, in which I may participate as a rider, team member, spectator or in any other manner. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. I currently have no known physical or mental condition that would impair my capability and am fit to fully participate in bicycle racing (except for \_\_\_\_\_).

X \_\_\_\_\_

Signature of Applicant (All participants, including minors, must sign in ink)

\_\_\_\_\_ Date

**FOR MINORS — PARENT OR GUARDIAN MUST COMPLETE THE FOLLOWING**

2. I, as parent or guardian of the Applicant, represent to the "Releasees" that the facts herein concerning my child or ward are true. I give my permission for my child or ward to enter any bicycle race or event permitted by USAC, its associations, affiliated national federations or the UCI during the period of the license applied for, and further, in consideration of the granting of such license, agree, individually and on behalf of my child or ward, to the terms of the above Agreement.

X \_\_\_\_\_

Signature of Parent or Guardian

\_\_\_\_\_ Date

**COMPETING OUTSIDE THE UNITED STATES — ROAD AND TRACK**

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country a rider wishes to race in (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams you will be a member of, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPL are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**USA Cycling, Inc. \* 1 Olympic Plaza, Colorado Springs, CO 80909 USA \* 719-866-4581 \* [www.usacycling.org](http://www.usacycling.org)**

**EXHIBIT K**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

2004 INTERNATIONAL LICENSE APPLICATION

USAC License #

All UCI licenses expire December 31 of the year issued

- ☐ UCI Elite
- ☐ UCI Master (30 years & over)

RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED

- You must provide a U.S. address to obtain an international license through USA Cycling.
  - You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.
  - You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
  - Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: FIRST NAME: MIDDLE INITIAL:
2. DOMESTIC MAILING ADDRESS:  
City: State: Zip
3. CITIZENSHIP:  
You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).
4. DATE OF BIRTH: PHONE: EMAIL:
5. UCI TRADE TEAM:
6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME:

INTERNATIONAL LICENSE FEES			
<input type="checkbox"/> US Citizen OR permanent resident alien requesting International License			\$ 125.00
<input type="checkbox"/> US Citizen OR permanent resident alien with current USCF OR NORBA license adding an International License			\$ 75.00
<input type="checkbox"/> US Citizen OR permanent resident alien with current USCF AND NORBA license adding an International License			\$ 50.00
<input type="checkbox"/> Foreign Citizen living in the United States requesting International License			\$ 150.00
<input type="checkbox"/> 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt)	Add		\$ 20.00
<input type="checkbox"/> 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses.	Add		\$ 35.00
⇒(Indicate "24-Hour Processing" on envelope)			

- OPTIONAL DONATIONS:**
- USA Cycling Development Foundation – supports American athlete development programs

Junior & U-23 Athlete Development - offers travel/training grants to outstanding Junior and U-23 athletes

Stenner Collegiate Scholarship Fund – awards outstanding collegiate cyclists for their hard work on and off the bike

World Championship Team Travel - supports our junior and under-23 riders to the World Championships

Trail Tune-up Grant - awards clubs that improve trails used for racing

TOTAL AMOUNT ENCLOSED \$

Check or money order made payable to USA Cycling, Inc.

VISA

MasterCard

Card # / /

Expiration Date: /

Name on card:

Address of card holder: City: State: Zip:

Signature

THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE
2. PREVIOUS ADDRESS: City: State: Zip: Country:
3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the last calendar year? ☐ Yes ☐ No  
If "yes," provide the name of the issuing organization:
4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) denied the license?
5. Are you currently under suspension? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) issued the suspension?  
Suspension Dates: From ( MONTH / DAY / YEAR) to (MONTH / DAY / YEAR)  
Reason for Suspension:

Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I agree to compete in a sporting manner. I agree that the sole jurisdiction for resolving disputes that may arise shall be in the courts of the domicile of the UCI. By participating in a race where a drug test is conducted, in accordance with UCI, World Anti-doping Association (WADA) or U.S. Anti-Doping Agency (USADA) drug test regulations, I agree to submit to such testing. I further agree that when competing outside the United States or in international races the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree to submit any protests or disputes regarding drug testing when competing outside the United States or in international races to the Court of Arbitration for Sports (CAS), whose decision I shall accept as final. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding testing and agree to undergo all tests required of me.

CONTINUED ON THE REVERSE SIDE⇒

# ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), AND U.S. PROFESSIONAL RACING ASSOCIATION (USPRO)) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in a cycling event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race, whether as a rider, coach, mechanic or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with cycling competition. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

## CONSENT AND AGREEMENT OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

## Coach and Mechanic Certification Notice

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

## COMPETING OUTSIDE THE UNITED STATES — ROAD AND TRACK

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPLs are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**EXHIBIT L**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

2005 INTERNATIONAL LICENSE APPLICATION

USAC License # \_\_\_\_\_ All UCI licenses expire December 31 of the year issued

- ☐ UCI Elite    ☐ UCI Junior (18 years & under)
- ☐ UCI Master (30 years & over)

RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED

- You must provide a U.S. address to obtain an international license through USA Cycling.
  - You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.
  - You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
  - Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_
2. DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. CITIZENSHIP: \_\_\_\_\_  
You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).
4. DATE OF BIRTH: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_
5. UCI TRADE TEAM: \_\_\_\_\_
6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

INTERNATIONAL LICENSE FEES

- ☐ US Citizen **OR** permanent resident alien requesting International License \$ 150.00
- ☐ US Citizen **OR** permanent resident alien with current USCF **OR** NORBA license adding an International License \$ 90.00
- ☐ US JUNIOR Citizen **OR** permanent resident alien with current USCF **OR** NORBA license adding an International License \$ 120.00
- ☐ US Citizen **OR** permanent resident alien with current USCF **AND** NORBA license adding an International License \$ 60.00
- ☐ US JUNIOR Citizen **OR** permanent resident alien with current USCF **AND** NORBA license adding an International License \$ 90.00
- ☐ US Citizen **OR** permanent resident alien with current NCCA *only* license adding an International License \$ 120.00
- ☐ Foreign Citizen living in the United States requesting International License \$ 175.00
- Indicate "24-Hour Processing" on envelope for expedite options:
- ☐ 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt) Add \$ 20.00
- ☐ 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses. Add \$ 35.00

- OPTIONAL DONATIONS:**
- USA Cycling Development Foundation – supports American athlete development programs \$ \_\_\_\_\_
- Junior & U-23 Athlete Development - offers travel/training grants to outstanding Junior and U-23 athletes \$ \_\_\_\_\_
- Stenner Collegiate Scholarship Fund – awards outstanding collegiate cyclists for their hard work on and off the bike \$ \_\_\_\_\_
- World Championship Team Travel - supports our junior and under-23 riders to the World Championships \$ \_\_\_\_\_
- Trail Tune-up Grant - awards clubs that improve trails used for racing \$ \_\_\_\_\_

TOTAL AMOUNT ENCLOSED \$ \_\_\_\_\_

\_\_\_\_\_ Check or money order made payable to USA Cycling, Inc.

\_\_\_\_\_ VISA    \_\_\_\_\_ MasterCard

Card # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_    Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature \_\_\_\_\_

THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE \_\_\_\_\_
2. PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_
3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the last calendar year? ☐ Yes ☐ No  
If "yes," provide the name of the issuing organization: \_\_\_\_\_
4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_
5. Are you currently under suspension? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
Suspension Dates: From \_\_\_\_\_ ( MONTH / DAY / YEAR) to \_\_\_\_\_ (MONTH / DAY / YEAR)  
Reason for Suspension: \_\_\_\_\_

Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

CONTINUED ON THE NEXT PAGE⇒

**Coach and Mechanic Certification Notice**

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

**COMPETING OUTSIDE THE UNITED STATES — ROAD AND TRACK**

In addition to an International License, a rider must obtain a **Foreign Permission Letter** (FPL) for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPLs are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), AND U.S. PROFESSIONAL RACING ASSOCIATION (USPRO)) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in a cycling event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN A BICYCLE RACE, whether as a rider, coach, mechanic or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with cycling competition. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors , organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_(Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT. In consideration of allowing my Child to participate, I consent to the contract and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT M**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# INTERNATIONAL LICENSE APPLICATION (EXCLUDES BMX)

USAC License # \_\_\_\_\_

All UCI licenses expire December 31, 2008

No faxed or e-mailed applications will be accepted. Original signatures required.

- ☐ UCI Elite    ☐ UCI Junior (17 & 18 years)  
☐ UCI Master (30 years & over)    ☐ Under 17 years

**RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED**

- You must provide a U.S. address to obtain an international license through USA Cycling.
- You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.*
- You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
- Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_  
 2. DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 3. CITIZENSHIP: \_\_\_\_\_  
*You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).*  
 4. DATE OF BIRTH: \_\_\_\_\_ GENDER: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 5. UCI TRADE TEAM: \_\_\_\_\_  
 6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

## INTERNATIONAL LICENSE FEES

- ☐ US Citizen **OR** permanent resident alien requesting International License (road, track, mtn bike, cyclo-cross) \$ 150.00  
☐ US Citizen **OR** permanent resident alien with current road/track **OR** mtn bike license adding an Intl License \$ 90.00  
☐ US JUNIOR Citizen **OR** permanent resident alien with current road/track **OR** mtn bike license adding an Intl License \$ 120.00  
☐ US Citizen **OR** permanent resident alien with current road/track **AND** mtn bike license adding an Intl License \$ 60.00  
☐ US JUNIOR Citizen **OR** permanent resident alien with current road/track **AND** mtn bike license adding an Intl License \$ 90.00  
☐ US Citizen **OR** permanent resident alien with current collegiate *only* license adding an International License \$ 120.00  
☐ Foreign Citizen living in the United States requesting International License \$ 175.00

**Indicate "24-Hour Processing" on envelope for expedited options:**

- ☐ 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt) Add \$ 25.00  
☐ 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses. Add \$ 40.00

## OPTIONAL DONATIONS:

- USA Cycling Development Foundation** – supports American athlete development programs. \$ \_\_\_\_\_  
**Junior & U-23 Athlete Development** - offers travel/training grants to outstanding Junior and U-23 athletes. \$ \_\_\_\_\_  
**Stenner Collegiate Scholarship Fund** – awards outstanding collegiate cyclists for their hard work on and off the bike. \$ \_\_\_\_\_  
**World Championship Team Travel** - supports our junior, under-23 and elite riders to the World Championships. \$ \_\_\_\_\_  
**NORBA/IMBA Trail Tune-up Grant** - awards clubs that improve trails used for racing. \$ \_\_\_\_\_  
**US Bicycling Hall of Fame** - promotes and preserves the history of cycling within the United States. \$ \_\_\_\_\_

\_\_\_\_\_ **Check or money order** made payable to USA Cycling, Inc. **TOTAL AMOUNT ENCLOSED** \$ \_\_\_\_\_  
 \_\_\_\_\_ **VISA** \_\_\_\_\_ **MasterCard**

**Card #** \_\_\_\_\_ **Credit Card Expiration Date:** \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Card Holder Signature:** \_\_\_\_\_

## THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE \_\_\_\_\_  
 2. PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
 3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the current calendar year? ☐ Yes ☐ No  
 If "yes," provide the name of the issuing organization: \_\_\_\_\_  
 4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
 If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_  
 5. Are you currently under suspension? ☐ Yes ☐ No  
 If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
 Suspension Dates: From \_\_\_\_\_ (MONTH / DAY / YEAR) to \_\_\_\_\_ (MONTH / DAY / YEAR)  
 Reason for Suspension: \_\_\_\_\_

### Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

### COACH AND MECHANIC CERTIFICATION NOTICE

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

### LICENSE COVERAGE AREA

The USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclo-cross events permitted or sanctioned by USA Cycling, another country's national federation or the International Cycling Union (UCI) and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

### COMPETING OUTSIDE THE UNITED STATES

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-866-4581 or visit our website. FPLs are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**Please initial this page and include it with your application \_\_\_\_\_**

UNITED STATES OLYMPIC COMMITTEE  
MEDIA GRANT

In consideration of and as a condition of USA Cycling Inc.'s (USAC) issuance of a license to me or acceptance of my applications for entry in events that it or Union Cycliste Internationale permits or sanctions, I grant to USAC and United States Olympic Committee (USOC), and their assigns, the right and a license to film, video, photograph, reproduce, publish, distribute and otherwise use, in any medium and worldwide, my name and voice, pictures and likenesses of me, and biographical material on me. **Under no circumstances shall such material be used in the manner of an endorsement of any product or service, or of any sport other than bicycle racing, without my consent.** This Grant shall be binding upon me and my heirs and legal representatives. I am over 18 years of age or, if I am not, my parent or guardian has signed with me below.

Date:\_\_\_\_\_, 200\_\_

\_\_\_\_\_

Signature

Print Name:\_\_\_\_\_

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_(Child). On behalf of my child and me, and our heirs and legal representatives, I consent and agree to the terms of the above Grant.

Date:\_\_\_\_\_, 200\_\_

\_\_\_\_\_

Signature

Print Name:\_\_\_\_\_

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT  
NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT**, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

**Signature of Applicant (minors must sign)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Age** \_\_\_\_\_

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

**Signature of Parent or Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXHIBIT N**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# INTERNATIONAL LICENSE APPLICATION (EXCLUDES BMX)

USAC License # \_\_\_\_\_

All UCI licenses expire December 31, 2009

No faxed or e-mailed applications will be accepted. Original signatures required.

- ☐ UCI Elite    ☐ UCI Junior (17 & 18 years)  
☐ UCI Master (30 years & over)    ☐ Under 17 years

**RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED**

- You must provide a U.S. address to obtain an international license through USA Cycling.
- You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.*
- You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
- Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_  
 2. DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 3. CITIZENSHIP: \_\_\_\_\_  
*You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).*  
 4. DATE OF BIRTH: \_\_\_\_\_ GENDER: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 5. UCI TRADE TEAM: \_\_\_\_\_  
 6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

## INTERNATIONAL LICENSE FEES

- |  |              |
|--|--------------|
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien requesting International License (road, track, mtn bike, cyclo-cross)             | \$ 150.00    |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License         | \$ 90.00     |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License  | \$ 120.00    |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License        | \$ 60.00     |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License | \$ 90.00     |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current collegiate <i>only</i> license adding an International License       | \$ 120.00    |
| <input type="checkbox"/> Foreign Citizen living in the United States requesting International License  | \$ 175.00    |
| <b>Indicate "24-Hour Processing" on envelope for expedited options:</b>  |              |
| <input type="checkbox"/> 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt)                           | Add \$ 25.00 |
| <input type="checkbox"/> 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses.                 | Add \$ 40.00 |

## OPTIONAL DONATIONS:

- USA Cycling Development Foundation** – supports American athlete development programs. \$ \_\_\_\_\_  
**Junior & U-23 Athlete Development** - offers travel/training grants to outstanding Junior and U-23 athletes. \$ \_\_\_\_\_  
**Stenner Collegiate Scholarship Fund** – awards outstanding collegiate cyclists for their hard work on and off the bike. \$ \_\_\_\_\_  
**NORBA/IMBA Trail Tune-up Grant** - awards clubs that improve trails used for racing. \$ \_\_\_\_\_  
**US Bicycling Hall of Fame** - promotes and preserves the history of cycling within the United States. \$ \_\_\_\_\_

\_\_\_\_\_ **Check or money order** made payable to USA Cycling, Inc. **TOTAL AMOUNT ENCLOSED** \$ \_\_\_\_\_  
 \_\_\_\_\_ **VISA** \_\_\_\_\_ **MasterCard**

**Card #** \_\_\_\_\_ **Credit Card Expiration Date:** \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Card Holder Signature:** \_\_\_\_\_

## THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE \_\_\_\_\_  
 2. PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
 3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the current calendar year? ☐ Yes ☐ No  
 If "yes," provide the name of the issuing organization: \_\_\_\_\_  
 4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
 If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_  
 5. Are you currently under suspension? ☐ Yes ☐ No  
 If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
 Suspension Dates: From \_\_\_\_\_ (MONTH / DAY / YEAR) to \_\_\_\_\_ (MONTH / DAY / YEAR)  
 Reason for Suspension: \_\_\_\_\_

### Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

### COACH AND MECHANIC CERTIFICATION NOTICE

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

### LICENSE COVERAGE AREA

The USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclo-cross events permitted or sanctioned by USA Cycling, another country's national federation, or the International Cycling Union (UCI), and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

### COMPETING OUTSIDE THE UNITED STATES

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-434-4200 or visit our website. FPLs are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**Please initial this page and include it with your application**

UNITED STATES OLYMPIC COMMITTEE  
MEDIA GRANT

In consideration of and as a condition of USA Cycling Inc.'s (USAC) issuance of a license to me or acceptance of my applications for entry in events that it or Union Cycliste Internationale permits or sanctions, I grant to USAC, USA Cycling Development Foundation, and United States Olympic Committee (USOC), and their assigns, the right and a license to film, video, photograph, reproduce, publish, distribute and otherwise use, in any medium and worldwide, my name and voice, pictures and likenesses of me, and biographical material on me. **Under no circumstances shall such material be used in the manner of an endorsement of any product or service, or of any sport other than bicycle racing, without my consent.** This Grant shall be binding upon me and my heirs and legal representatives. I am over 18 years of age or, if I am not, my parent or guardian has signed with me below.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). On behalf of my child and me, and our heirs and legal representatives, I consent and agree to the terms of the above Grant.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT  
NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT**, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

**Signature of Applicant (minors must sign)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Age** \_\_\_\_\_

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

**Signature of Parent or Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXHIBIT O**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# INTERNATIONAL LICENSE APPLICATION (EXCLUDES BMX)

USAC License # \_\_\_\_\_

All UCI licenses expire December 31, 2010

No faxed or e-mailed applications will be accepted. Original signatures required.

- ☐ UCI Elite    ☐ UCI Junior (17 & 18 years)  
☐ UCI Master (30 years & over)    ☐ Under 17 years

RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED

- You must provide a U.S. address to obtain an international license through USA Cycling.
- You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.**
- You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
- Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_  
2. DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
3. CITIZENSHIP: \_\_\_\_\_  
**You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).**  
4. DATE OF BIRTH: \_\_\_\_\_ GENDER: \_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
5. UCI TRADE TEAM: \_\_\_\_\_  
6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

## INTERNATIONAL LICENSE FEES

- |  |           |
|--|-----------|
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien requesting International License (road, track, mtn bike, cyclo-cross)             | \$ 150.00 |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License         | \$ 90.00  |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License  | \$ 120.00 |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License        | \$ 60.00  |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License | \$ 90.00  |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current collegiate <i>only</i> license adding an International License       | \$ 120.00 |
| <input type="checkbox"/> Foreign Citizen living in the United States requesting International License  | \$ 175.00 |

**Indicate "24-Hour Processing" on envelope for expedited options:**

- |  |     |          |
|--|-----|----------|
| <input type="checkbox"/> 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt)           | Add | \$ 25.00 |
| <input type="checkbox"/> 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses. | Add | \$ 40.00 |

## OPTIONAL DONATIONS:

- USA Cycling Development Foundation** – supports American athlete development programs. \$ \_\_\_\_\_  
**Junior & U-23 Athlete Development** - offers travel/training grants to outstanding Junior and U-23 athletes. \$ \_\_\_\_\_  
**Stenner Collegiate Scholarship Fund** – awards outstanding collegiate cyclists for their hard work on and off the bike. \$ \_\_\_\_\_  
**NORBA/IMBA Trail Tune-up Grant** - awards clubs that improve trails used for racing. \$ \_\_\_\_\_  
**US Bicycling Hall of Fame** - promotes and preserves the history of cycling within the United States. \$ \_\_\_\_\_

## NO REFUNDS NO EXCEPTIONS

\_\_\_\_\_ Check or money order made payable to USA Cycling, Inc.

**TOTAL AMOUNT ENCLOSED** \$ \_\_\_\_\_

\_\_\_\_\_ VISA \_\_\_\_\_ MasterCard

Card # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Credit Card Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

## THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE \_\_\_\_\_  
2. PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the current calendar year? ☐ Yes ☐ No  
If "yes," provide the name of the issuing organization: \_\_\_\_\_  
4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_  
5. Are you currently under suspension? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
Suspension Dates: From \_\_\_\_\_ (MONTH / DAY / YEAR) to \_\_\_\_\_ (MONTH / DAY / YEAR)  
Reason for Suspension: \_\_\_\_\_

### Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

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### LICENSE COVERAGE AREA

The USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclo-cross events permitted or sanctioned by USA Cycling, another country's national federation, or the International Cycling Union (UCI), and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

### COMPETING OUTSIDE THE UNITED STATES

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-434-4200 or visit our website. FPLs are free for the first two. Additional letters are \$10.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**Please initial this page and include it with your application**

UNITED STATES OLYMPIC COMMITTEE  
MEDIA GRANT

In consideration of and as a condition of USA Cycling Inc.'s (USAC) issuance of a license to me or acceptance of my applications for entry in events that it or Union Cycliste Internationale permits or sanctions, I grant to USAC, USA Cycling Development Foundation, and United States Olympic Committee (USOC), and their assigns, the right and a license to film, video, photograph, reproduce, publish, distribute and otherwise use, in any medium and worldwide, my name and voice, pictures and likenesses of me, and biographical material on me. **Under no circumstances shall such material be used in the manner of an endorsement of any product or service, or of any sport other than bicycle racing, without my consent.** This Grant shall be binding upon me and my heirs and legal representatives. I am over 18 years of age or, if I am not, my parent or guardian has signed with me below.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). On behalf of my child and me, and our heirs and legal representatives, I consent and agree to the terms of the above Grant.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT  
NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT**, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

**Signature of Applicant (minors must sign)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Age** \_\_\_\_\_

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW.** **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

**Signature of Parent or Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXHIBIT P**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# INTERNATIONAL LICENSE APPLICATION (EXCLUDES BMX)

USAC License # \_\_\_\_\_

All UCI licenses expire December 31, 2011

No faxed or e-mailed applications will be accepted. Original signatures required.

- ☐ UCI Elite    ☐ UCI Junior (17 & 18 years)  
☐ UCI Master (30 years & over)    ☐ Under 17 years

RIDERS AGE 30 AND OVER WILL BE ASSIGNED A MASTERS DESIGNATION UNLESS OTHERWISE REQUESTED

- You must provide a U.S. address to obtain an international license through USA Cycling.
- You must provide proof of citizenship, whether U.S. or otherwise, to obtain an international license.**
- You are required to attach a photo of yourself to the backside of your international license. Do NOT send a photo with your international license application.
- Any position of trust as determined by USA Cycling may require a background check. Your acceptance of your license is your consent.

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_  
2. DOMESTIC MAILING ADDRESS: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
3. CITIZENSHIP: \_\_\_\_\_  
**You must provide a copy of your passport or birth certificate (and if applicable, a copy of your permanent resident alien card).**  
4. DATE OF BIRTH: \_\_\_\_\_ GENDER: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
5. UCI TRADE TEAM: \_\_\_\_\_  
6. DOMESTIC CLUB NAME/FOREIGN CLUB NAME: \_\_\_\_\_

## INTERNATIONAL LICENSE FEES

- |  |           |
|--|-----------|
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien requesting International License (road, track, mtn bike, cyclo-cross)             | \$ 150.00 |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License         | \$ 90.00  |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>OR</b> mtn bike license adding an Intl License  | \$ 120.00 |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License        | \$ 60.00  |
| <input type="checkbox"/> US JUNIOR Citizen <b>OR</b> permanent resident alien with current road/track <b>AND</b> mtn bike license adding an Intl License | \$ 90.00  |
| <input type="checkbox"/> US Citizen <b>OR</b> permanent resident alien with current collegiate <i>only</i> license adding an International License       | \$ 120.00 |
| <input type="checkbox"/> Foreign Citizen living in the United States requesting International License  | \$ 175.00 |

Indicate "24-Hour Processing" on envelope for expedited options:

- |  |     |          |
|--|-----|----------|
| <input type="checkbox"/> 24 Hour Priority Processing of application (application will be processed within 24 hours of receipt)           | Add | \$ 25.00 |
| <input type="checkbox"/> 24 Hour Priority processing of application AND express mail return via overnight service. No foreign addresses. | Add | \$ 40.00 |

## OPTIONAL DONATIONS:

- USA Cycling Development Foundation – supports American athlete development programs. \$ \_\_\_\_\_  
Junior & U-23 Athlete Development - offers travel/training grants to outstanding Junior and U-23 athletes. \$ \_\_\_\_\_  
Stenner Collegiate Scholarship Fund – awards outstanding collegiate cyclists for their hard work on and off the bike. \$ \_\_\_\_\_  
NORBA/IMBA Trail Tune-up Grant - awards clubs that improve trails used for racing. \$ \_\_\_\_\_  
US Bicycling Hall of Fame - promotes and preserves the history of cycling within the United States. \$ \_\_\_\_\_

## NO REFUNDS NO EXCEPTIONS

\_\_\_\_\_ Check or money order made payable to USA Cycling, Inc.

TOTAL AMOUNT ENCLOSED \$ \_\_\_\_\_

\_\_\_\_\_ VISA \_\_\_\_\_ MasterCard

Card # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Name on card: \_\_\_\_\_

Address of card holder: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

## THE FOLLOWING INFORMATION IS REQUIRED TO PROCESS YOUR LICENSE

1. CURRENT RESIDENCE \_\_\_\_\_  
2. PREVIOUS ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
3. Have you been issued a license by the UCI or a National Federation other than USA Cycling in the current calendar year? ☐ Yes ☐ No  
If "yes," provide the name of the issuing organization: \_\_\_\_\_  
4. Have you been denied a license in the last three years? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) denied the license? \_\_\_\_\_  
5. Are you currently under suspension? ☐ Yes ☐ No  
If "yes," what National Federation (or UCI) issued the suspension? \_\_\_\_\_  
Suspension Dates: From \_\_\_\_\_ (MONTH / DAY / YEAR) to \_\_\_\_\_ (MONTH / DAY / YEAR)  
Reason for Suspension: \_\_\_\_\_

### Applicant Declaration

I am not aware of any reason why the requested license should not be issued. I have not requested a license from the International Cycling Union (UCI) or from any other national federation for the calendar year. I am solely responsible for the information contained in this application and for the use I shall make of the license. I shall undertake to respect and comply with the constitution and regulations of the UCI, its Continental Federations, and its National Federations. I declare having had the opportunity to read such constitution and regulations. I agree to compete in a sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. I agree to submit to drug testing and to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations, the World Anti-Doping Code, or the U.S. Anti-Doping Agency (USADA), provided such regulations comply with the World Anti-Doping Code. I further agree that the results of the analysis may be released to the public and communicated to my trade team, coach, or doctor in accordance with UCI and WADA regulations. I agree to allow my doctor and/or the doctor of my team, upon the request of the UCI or WADA, to release to UCI and WADA officials a list of medications or treatments administered to me before any specific competition. I agree that all urine samples in such cases taken shall become the property of the UCI and WADA, and that UCI and WADA may have them analyzed for any purpose, including, without limitation, general research and information on health protection. I accept these conditions regarding blood testing and agree to undergo all tests required of me.

### COACH AND MECHANIC CERTIFICATION NOTICE

Certification by USA Cycling of a coach or mechanic means only that the individual has satisfied certain minimum educational, experience and skill requirements established by USA Cycling; it does not otherwise constitute an endorsement or recommendation of the individual as a coach or mechanic. USA Cycling certified coaches and mechanics are solely responsible for their own actions or failure to act in their respective roles; USA Cycling shall have no responsibility or obligation whatsoever for such acts or failure to act. Each USA Cycling certified coach and mechanic agrees as a condition of certification, to indemnify, hold harmless and defend USA Cycling and its employees, officers, directors, agents, sponsors and promoters from and against all claims and expenses, including reasonable attorney fees, that in any manner arise from or relate to a certification of the individual by USA Cycling and that are asserted against or incurred by any one or more of the foregoing indemnified parties as a result of or arising from the certified individuals actions or failure to act.

### LICENSE COVERAGE AREA

The USA Cycling International License is only valid for the Road, Track, Mountain Bike, and Cyclo-cross events permitted or sanctioned by USA Cycling, another country's national federation, or the International Cycling Union (UCI), and is not valid for the cycling discipline of BMX. A separate International BMX License can be purchased from USA Cycling covering the cycling discipline of BMX.

### COMPETING OUTSIDE THE UNITED STATES

In addition to an International License, a rider must obtain a **Foreign Permission Letter (FPL)** for each country in which a rider wishes to race (some exceptions may apply for Canada and Mexico for residents of bordering states). To obtain a FPL, submit your license information along with the names of the countries you will compete in, dates you will be overseas, foreign teams of which you will be a member, and a foreign address if available. To request an application, call 719-434-4200 or visit our website. FPLs are free for the first ten (10). Additional letters are \$5.00 each. **Please allow three weeks for processing.** Additional fees may be incurred for requests involving express processing or mailing.

**Please initial this page and include it with your application**

UNITED STATES OLYMPIC COMMITTEE  
MEDIA GRANT

In consideration of and as a condition of USA Cycling Inc.'s (USAC) issuance of a license to me or acceptance of my applications for entry in events that it or Union Cycliste Internationale permits or sanctions, I grant to USAC, USA Cycling Development Foundation, and United States Olympic Committee (USOC), and their assigns, the right and a license to film, video, photograph, reproduce, publish, distribute and otherwise use, in any medium and worldwide, my name and voice, pictures and likenesses of me, and biographical material on me. **Under no circumstances shall such material be used in the manner of an endorsement of any product or service, or of any sport other than bicycle racing, without my consent.** This Grant shall be binding upon me and my heirs and legal representatives. I am over 18 years of age or, if I am not, my parent or guardian has signed with me below.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). On behalf of my child and me, and our heirs and legal representatives, I consent and agree to the terms of the above Grant.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT  
NOT TO SUE**

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling event") I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN AN EVENT**, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with events. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with a USA Cycling event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

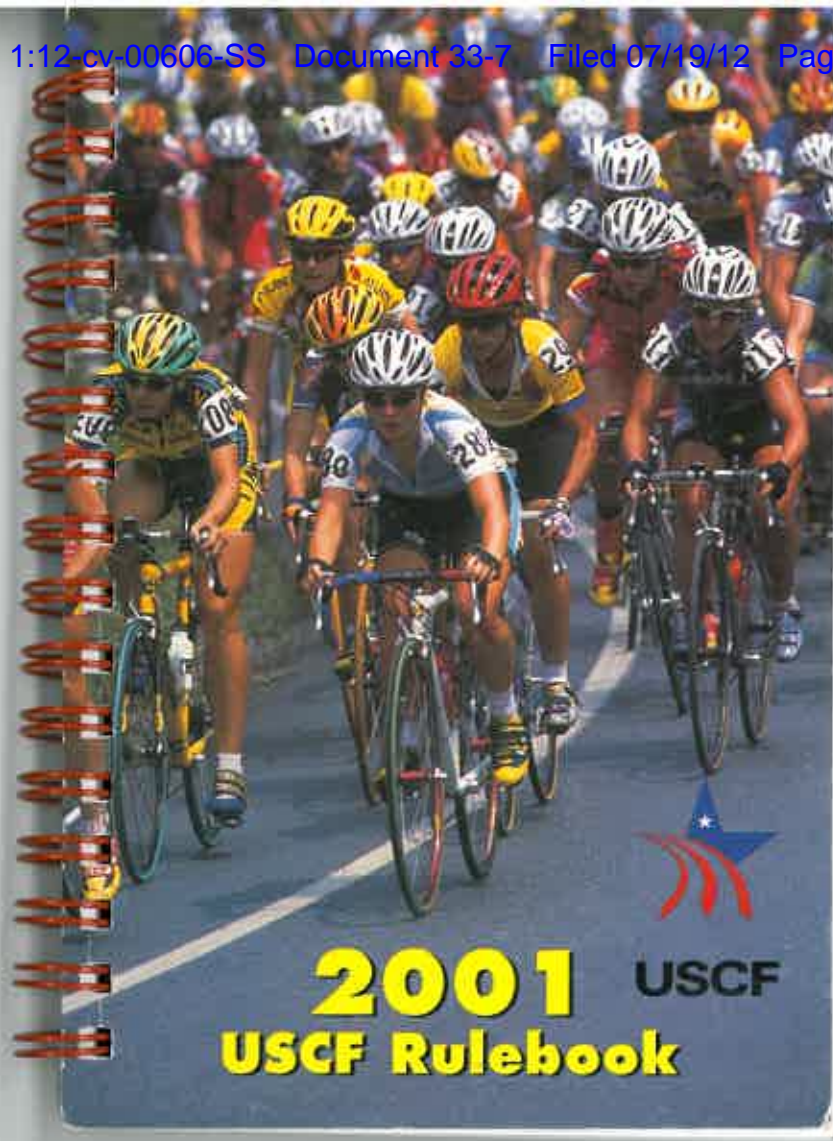
**Signature of Applicant (minors must sign)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Age** \_\_\_\_\_

**CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in a USA Cycling event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW.** **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

**Signature of Parent or Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXHIBIT Q**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



event that was issued a race permit by the Association, or who fail to promptly pay any fine or other financial obligation due USA Cycling.

### 10.3 Investigation

10.3.1 An Investigator authorized by the Executive Director shall attempt to hear all sides of a dispute and will personally assess the evidence before making a decision to suspend a member.

10.3.2 For misconduct in any given race event, the investigator may domestically suspend a member for up to 30 days, or under Bylaw 10.2, paragraph c, until the obligation is fulfilled.

10.3.3 A notice of suspension shall be communicated to the member in writing and shall state the acts that led to the imposition of domestic suspension and the rules that were violated. A copy of this notice shall be sent to the Executive Director.

10.3.4 If the member mails a *request for a hearing* to the investigator within 10 days from the date of notice to the member (date mailed), the suspension shall be stayed pending the decision of the *Hearing Panel*. If the member does not *request a hearing* within the prescribed period, even if the member does not receive the notice, suspension shall begin 11 days from the date of notice to the member unless the investigator specifies a later starting date in the notice.

10.3.5 If the domestic suspension is *referred to a hearing panel*, the *hearing* shall be heard in accordance with the procedures of USA Cycling Policy V.

### USA Cycling Regulations

The Articles of Incorporation, USA Cycling Bylaws, USCF Bylaws, NORBA Bylaws and USPRO Bylaws and NBL

Bylaws are available in their entirety from the offices of USA Cycling. Copies of corporate documents are available at a cost of \$20.00 per document. Please send all requests and appropriate fees in writing to:

USA Cycling, Inc.

One Olympic Plaza

Colorado Springs, CO 80909

Copies of all corporate documents are distributed to all USCF Administrators, USA Cycling Directors and Association Trustees.

### PARTIAL BYLAWS of USA Cycling

Complete USA Cycling Bylaws are available from the offices of USA Cycling. See the beginning of this appendix for information on ordering corporate documents.

#### D. Associations and Members

##### Section 1.

The Associations of USA Cycling and their respective membership are:

**Part 1.** The United States Cycling Federation (USCF) which shall have three classes of members: (1) holders of annual USCF licenses, (2) members of the Board of Trustees of USCF, and (3) USCF eligible athletes.

**Part 2.** The National Off-Road Bicycle Association (NORBA) which shall have three classes of members: (1) holders of annual NORBA licenses, (2) members of the Board of Trustees of NORBA, and (3) NORBA eligible athletes.

**Part 3.** U.S. Professional Racing Association (USPRO) which shall have three classes of members: (1) holders of annual

**Part 4.** The National Bicycle League (NBL), which shall have four classes of voting members: (1) NBL sanctioned BMX local racing organizations, (2) one state commissioner from each state or geographic segment, (3) Members of the NBL Board of Trustees and non-Board members of the nominating committee of NBL who are not otherwise members and (4) NBL Eligible Athletes; and three classes of nonvoting members: (1) Contributing members, (2) General Members and (3) Associate Members, all as such terms as defined in NBL Bylaws.

**Section 2.**

Each Association shall determine and set forth in their bylaws the voting rights of their respective members.

**Section 3.**

**USA Cycling Membership Defined**

**Part 1.** The voting membership of USA Cycling shall consist of those persons who are Directors. Each voting member shall have one vote on a given issue. Voting by proxy shall not be allowed.

**Part 2.** All members of an Association shall be nonvoting members of USA Cycling.

**Section 4.**

**Life Member**

Individuals who have contributed extensive and outstanding service to USA Cycling or any of its predecessor organizations may be awarded the honorary title of Life Member by a two-

**Section 5.**

**Openness and Equal Opportunity**

Membership in USA Cycling and its Associations is open to all individuals who participate in the sport of bicycle racing as athletes, coaches, trainers, managers, administrators, or officials. Members shall have an equal opportunity to participate in bicycle racing without discrimination on the basis of race, color, religion, age, sex, sexual orientation, or national origin. Such participants may be required to obtain a USA Cycling license in order to participate and shall be subject to USA Cycling regulations, but may not be declared ineligible to participate without fair notice and an opportunity for a hearing.

**Section 6.**

**Definition of Athletes for Purpose of Athlete Representation**

USOC Bylaws Chapter XXXIII, Section 7(B) ("Ted Stevens Olympic Sports Act"):

Athlete representatives shall meet the following standards: At least one-half of the individuals serving as athlete representatives shall have competed in the NGB's events or disciplines that are on the sport's program in the Olympic or Pan Am Games. Up to one-half of the individuals serving as athlete representatives may have competed in an event or discipline not on the program of the Olympic or Pan American Games, provided that such event or discipline is recognized by the International Federation (IF) of the NGB or is regularly included in the international competition

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program of the IF, i.e. World Championships. At the time of election, all NGB athlete representatives shall have demonstrated their qualifications as athletes by having: (1) Within the ten (10) years preceding election, represented the United States in the Olympic or Pan American Games or an Operation Gold event, or a World Championship recognized by the NGB's IF for which a competitive selection process was administered by the NGB, or, in a team sport, an international championship recognized by the IF of the NGB; or (2) Within the twenty-four (24) months before election, demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of the NGB's national championships or team selection competition for the events in subparagraph (1) or (2) or in a team sport have been a member of the NGB's national team; or (3) Within the ten (10) years preceding election, represented the United States in the Paralympic Games, or an International Paralympic Committee-recognized World Championship in the events of the Paralympic Games program. Athlete representatives may not be drawn from events that categorize entrants in age-restricted classifications commonly known as "Juniors", "Masters", "Seniors", "Veterans" or other similarly designated age-restricted competition.

## Policies

### I. Helmets

#### Section 1. Helmets Mandatory.

**Part 1.** At all times when participating in or preparing for an event held under a USA Cycling permit, including club rides, motorcycle drivers and all motorcycle passengers shall wear a securely fastened helmet that meets the US DOT motorcycle helmet standard.

**Part 2.** At all times when participating in or preparing for an

event held under a USA Cycling permit, including club rides, all licensees who are mounted on a bicycle shall wear a securely fastened helmet that meets either the US DOT helmet standards or one of the following standards:

- (1) American National Standards Institute (ANSI) Standard Z90.4;
- (2) Snell Memorial Foundation Standard "B" or "N" series;
- (3) American Society for Testing and Materials (ASTM) standard F-1447.
- (4) Canadian Standards Association (CSA) standard CAN/CSA-D113.2-M;
- (5) U.S. Consumer Product Safety Commission (CPSC) standard for bicycle helmets;
- (6) As to NBL only, such standards as maybe determined by its Board of Trustees to be in the best interest of its members from time to time.

Riders shall show documentary proof of this, such as a manufacturer's label, upon request by event officials. Beginning January 1, 2010, only the DOT and CPSC helmet standards will be recognized.

**Section 2. Responsibility Warranties.** And the use of such helmets is strongly recommended for all bicycle riders. It is the rider's responsibility to select and wear such a helmet that offers sufficient protection against head injury and does not restrict the rider's vision. USA Cycling makes no warranties or representations regarding the protective adequacy or fitness for competition of any helmets and a rider, by entering an event conducted under USA Cycling or any member organization rules, agrees not to sue and to hold harmless USA Cycling from any and all claims arising from the use of any particular helmet.

Section 3. Additional Requirements. Associations may adopt additional, more stringent regulations regarding bicycle safety helmets, provided that such regulations may in no way supersede the requirements of this Policy.

## II. Medical Control

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

### **Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3. Prohibited Practices.** No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances.

This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

### **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

### **Section 4. Tests Results and Evidence.**

All testing and results will be the responsibility of the United States Anti-Doping Agency (USADA).

### **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

**Table 1. Examples of Prohibited Substances**

Testing is based on detectable amounts in urine except where quantitative concentrations are shown that must be exceeded to be considered positive.

#### **Stimulants, such as:**

amfepramone  
amineptine  
amphetamine  
caffeine >12 ug/ml  
cathine >5 ug/ml  
cocaine  
cropropamide<sup>2</sup>  
crothetamide<sup>1</sup>  
ephedrine >5 ug/ml  
ethamivan

methylephedrine (5 ug/ml)  
methylphenidate  
methoxyphenamine  
nikethamide  
norphenfluramine  
parahydroxyamphetamine  
pemoline  
phendimetrazine  
phentermine  
phenylpropanolamine >10 ug/ml

Table 1, continued

etilamfetamine  
 etilefrine  
 fencamfamine  
 fenetylline  
 fenfluramine  
 heptaminol  
 methyldioxamphetmine

mefeoorex  
 mephentermine  
 mesocarbe  
 methamphetamine  
**Narcotics, such as:**  
 ethylmorphine  
 hydrocodone  
 morphine >1ug/ml  
 pentazocine

**Beta 2 Agonists, such as:**  
 clenbuterol  
 salbutamol<sup>2</sup>  
 salmeterol  
 terbutaline<sup>2</sup>

pholadrine  
 prolintane  
 propylhexedine  
 pseudoephedrine >10 ug/ml  
 salbutamol<sup>2</sup>  
 strychnine  
 and related substances e.g.  
 ma huang (herbal ephedrine)

pethidine  
 propoxyphene  
 and related  
 substances

fenoterol  
 and related  
 substances

For answers to specific questions or more information on substances not listed call the USADA Drug Hotline at 800-233-0393.

<sup>1</sup> Component of microrene

<sup>2</sup> See also Policy II, Section 2, part 5

**Diuretics, such as:**

acetazolamide  
 bendroflumethiazide  
 bumetanide  
 canrenone  
 chlortalidone  
 furosemide

hydrochlorothiazide  
 indaparnide  
 spironolactone  
 triamterene  
 and related substances

**Peptide and Glycoprotein Hormones and analogues:**

All respective releasing factors (and their analogues) of these substances are prohibited.

corticotrophin (ACTH)

erythropoietin (EPO)

human chorionic  
 gonadotrophin (HCG)  
 growth hormone  
 (HGH Somatotrophine)

**Anabolic steroids, such as:**

boldenone  
 clostebol  
 danazol  
 dehydrochlormethytestosterone  
 dihydrotestosterone  
 drostanolone  
 fluoxymesterone  
 flormebolone  
 mesterolone  
 metandienone  
 metenolone

methyltestosterone  
 mibolerone  
 nandrolone  
 norethandrone  
 osterone  
 oxandrolone  
 oxymesterone  
 oxymetholone  
 stanozolol  
 testosterone<sup>1</sup>  
 trenbolone and related  
 substances

metandriol

<sup>1</sup> Testosterone is considered positive if the ratio in urine of testosterone/epitestosterone is greater than 6 to 1 unless there is evidence that this ratio is due to a physiological or pathological condition, e.g. low epitestosterone excretion, androgen production of tumor or enzyme deficiencies.

### **Cannabinoids/Marijuana:**

A concentration in urine of 11-nor-delta 9-tetrahydrocannabinol-9-carboxylic acid (carboxy-THC) greater than 15 nanograms per milliliter is prohibited.

For answers to specific questions or more information on substances not listed call the USADA Drug Hotline at 800-233-0393

### **III. Administrative Grievances**

**Section 1.** Grievances by members relating to their rights and duties under the Constitution and Policies of USOC or relating to any administrative action by USA Cycling or its Associations, may be filed with the Executive Director in writing and stating the basis of the action that substantially prejudices the rights of the member. The Executive Director shall respond to the grievance in a prompt and equitable manner by appointing either an investigator or a three-person committee to investigate the grievance. The investigator or committee shall provide its written recommendations to the Executive Director as soon as practicable. The Executive Director shall take such action deemed appropriate under the circumstances of the case and USA Cycling regulations.

**Section 2.** For the purposes of this Policy, the meaning of the term member includes members of USA Cycling; persons participating in a bicycle race held under an USA Cycling or

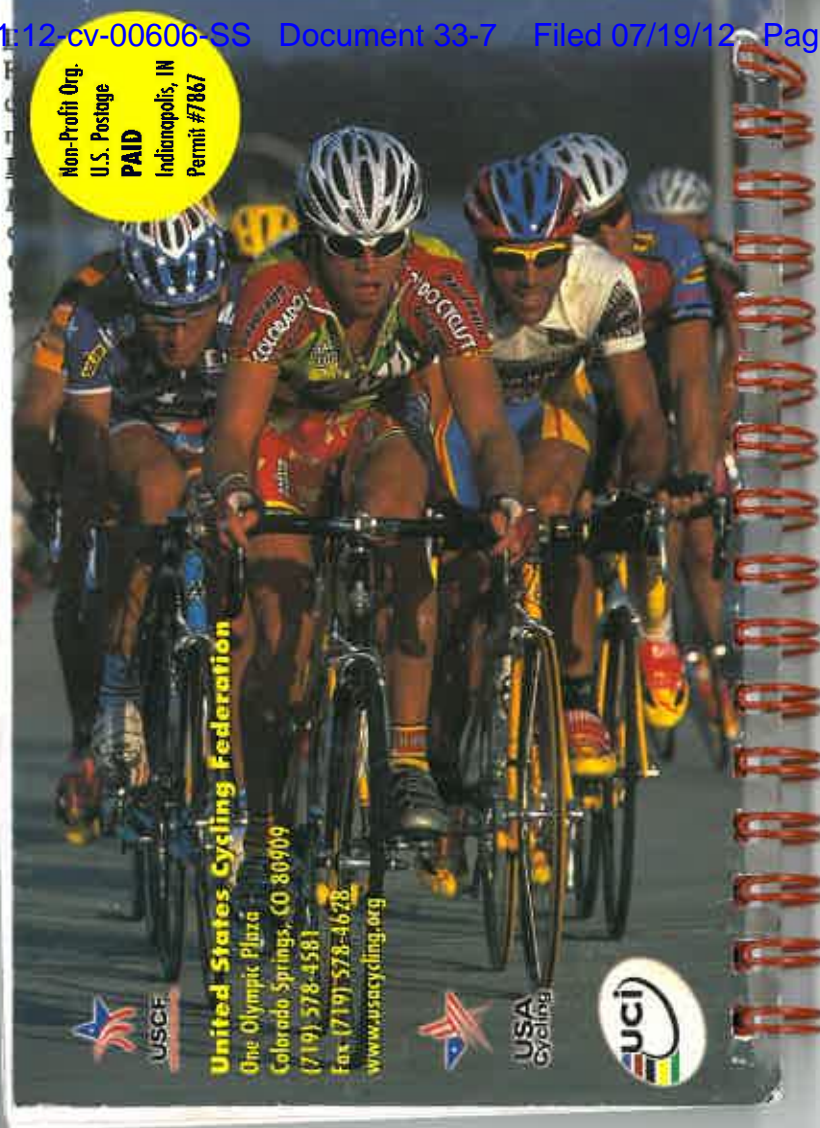
<sup>2</sup> Epitestosterone considered positive if concentration in urine exceeds 200 nanograms/ml.

### **IV. Member Discipline**

**Section 1. Scope.** All members of USA Cycling and all persons who participate in any official function of USA Cycling are subject to disciplinary action as provided in this Policy. For the purposes of this Policy, the meaning of the term member is expanded to include members of USA Cycling; persons participating in a bicycle race held under a USA Cycling or Association permit; affiliated organizations; and race promoters and their employees, independent contractors, and volunteers.

**Section 2. Violations.** Any breach by a member of a provision of USA Cycling regulations or other conduct which substantially prejudices either the ability of USA Cycling to carry out its tasks or the sport of bicycle racing shall be subject to discipline as provided in this Policy, including loss of eligibility or other appropriate penalties.

**Section 3. Financial Obligations.** Members or other parties who present checks or payments to USA Cycling, an Association, a predecessor organization, or to organizers of events for which race permits have been issued, which checks or payments are dishonored by the banks upon which they are drawn, or who fail to pay any fine or other financial obligation due USA Cycling or an Association, shall be subject to appropriate discipline as provided in this Policy. Without limitation, this may include loss of eligibility to compete in USA Cycling or Association races or to do business with USA



**EXHIBIT R**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# The United States Cycling Federation

## Welcome!

On behalf of the USCF, we hope that you are looking forward to a new year of bike racing. We are glad that you are a member and hope that you will find many opportunities to enjoy road and track racing.

Good luck with your racing!

## Need new dates for deadlines

### 2002 Deadlines

Date

- ~~5/1~~ Nomination notices published by this date (Bylaw 3.2.1)
- ~~6/1~~ Nominations for Trustees sent to the Association post-marked no later than this date (Bylaw 3.2.1).
- ~~6/15~~ Clubs submitting amendments to the House of Delegates must do so by this date (Bylaw 6.3).
- ~~8/15~~ Ballots mailed to members and Clubs (Bylaw 3.2.2).
- ~~9/15~~ Members to mail ballots to the Ballot Clerk no later than this date (Bylaw 3.2.2).

This Rulebook is published by the USCF. Others may purchase a copy by sending a request with \$10, payable to USA Cycling, to the following address:

USA Cycling  
One Olympic Plaza  
Colorado Springs, CO 80909  
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Photos by Casey B. Gibson

**Matt this TOC will change when you decide how many lines per page. I did not "embed" TOC coding to automatically do this table.**

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## USCF Major Rule Changes for 2002

- Additional championships for Espoir track riders 5E5.
- Two new events for Junior Track championships 5D7(c) and 5D7(d).
- Gear limits for junior track riders 1J6.
- Breaking of ties in time for 200 seeding in sprints 2F1.
- Olympic sprint rule concerning mishaps and false starts changed 2L2, 2L4.
- UCI Trade Teams III's may enter USCF state championships 1G7, 5B1.
- UCI Trade Team members are not allow to enter masters championships 5G1, 1H1.
- New Cyclocross rules adopted that more closely follow UCI rules 3G.
- Espoir championship age clearly defined 5E1
- Amendment deadline extended to allow flexibility in USCF Board fall meeting Bylaw 6.5.
- THE INDEX IS BACK !

## SCHEDULE OF FEES

### 1. Scope and Definitions.

All fees and fines accrue to the general funds of USA Cycling except where it states otherwise. The Executive Director establishes these fees.

The following definition applies to these fees.

A **race series** is a sequence of race events of the same type (such as road, criterium, time trial or track) conducted in a single state generally on a regular basis at the same location, time, and day of the week.

### 2. Membership Fees

MEMBERSHIP TYPE OF LICENSE	ANNUAL FEE
International	\$115
Domestic	\$45
Juniors	\$35
Officials	\$45
Mechanics	\$45
Coaches	\$75
One-Day Licenses	\$5

Domestic Licenses are valid for one calendar year from the date of issue. The fee for foreign riders (non-U.S. citizen) at any time is \$140. International Licenses are valid only through December 31 of the year they are issued. The fee for replacing any Federation license is \$15.

### 3. Club Fees

The annual membership fee for unsponsored or sponsored clubs is \$100.

### 4. Organizer Fees

(a) **Standard Competitive Event** the permit fee for standard Federation races is determined by adding the \$25 per day basic permit fee plus 6 % (8% for USPRO) of the total event prize list. The prize list total is determined by adding the total cash and merchandise retail value of the prizes for the event. This permit should be used for any Category A through C USCF race. Category D and E USCF competitive events are eligible for the reduced rate. Event permits for Category D USCF races are \$50.00 per day. Event permits for Category E USCF races are \$25 per day.

representatives may have competed in an event or discipline not on the program of the Olympic or Pan American Games, provided that such event or discipline is recognized by the International Federation (IF) of the NGB or is regularly included in the international competition program of the IF, i.e. World Championship. At the time of election, all NGB athlete representatives shall have demonstrated their qualifications as athletes by having: (1) Within the ten (10) years preceding election, represented the United States in the Olympic or Pan American Games or an Olympic Gold event, or a World Championship recognized by the NGB's IF for which a competitive selection process was administered by the NGB; or, in a team sport, an international championship recognized by the IF of the NGB; or (2) Within the twenty-four (24) months before election, demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of the NGB's national championships or team selection competition for the events in subparagraph (1) or (2) or in a team sport have been a member of the NGB's national team; or (3) Within the ten (10) years preceding election, represented the United States in the Paralympic Games, or an International Paralympic Committee-recognized World Championship in the events of the Paralympic Games program. Athlete representatives may not be drawn from events that categorize entrants in age-restricted classifications commonly known as "Juniors", "Masters", "Seniors", "Veterans" or other similarly designated age-restricted competition.

## Policies

### I. Helmets

#### Section 1. Helmets Mandatory.

**Part 1.** At all times when participating in or preparing for an event held under a USA Cycling permit, including club rides, motorcycle drivers and all motorcycle passengers shall wear a securely fastened helmet that meets the US DOT motorcycle helmet standard.

**Part 2.** At all times when participating in or preparing for an event held under a USA Cycling permit, including club rides, all licensees who are mounted on a bicycle shall wear a securely fastened helmet that meets either the US DOT helmet standards or one of the following standards:

- (1) American National Standards Institute (ANSI) Standard Z90.4;
- (2) Snell Memorial Foundation Standard "B" or "N" series;
- (3) American Society for Testing and Materials (ASTM) standard F-1447.
- (4) Canadian Standards Association (CSA) standard CAN/CSA-D113.2-M;
- (5) U.S. Consumer Product Safety Commission (CPSC) standard for bicycle helmets;
- (6) As to NBL only, such standards as maybe determined by its Board of Trustees to be in the best interest of its members from time to time.

Riders shall show documentary proof of this, such as a manufacturer's label, upon request by event officials. Beginning January 1, 2010, only the DOT and CPSC helmet standards will be recognized.

**Section 2. Responsibility Warranties.** And the use of such helmets is strongly recommended for all bicycle riders. It is the rider's responsibility to select and wear such a helmet that offers sufficient protection against head injury and does not restrict the rider's vision. USA Cycling makes no warranties or representations regarding the protective adequacy or fitness for competition of any helmets and a rider, by entering an event conducted under USA Cycling or any member organization rules, agrees not to sue and to hold harmless USA Cycling from any and all claims arising from the use of any particular helmet.

**Section 3. Additional Requirements.** Associations may adopt additional, more stringent regulations regarding bicycle safety helmets, provided that such regulations may in no way supersede the requirements of this Policy.

### II. Medical Control

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol).. The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

**Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3. Prohibited Practices.** No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

### **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

### **Section 4. Tests Results and Evidence.**

All testing and results will be the responsibility of the United States Anti-Doping Agency (USADA).

### **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

**Table 1. Examples of Prohibited Substances**

Testing is based on detectable amounts in urine except where quantitative concentrations are shown that must be exceeded to be considered positive.

#### **Stimulants, such as:**

Amfepramone	methylephedrine (5 ug/ml)
amineptine	methylphenidate
amphetamine	methoxyphenamine
caffeine >12 ug/ml	nikethamide
cathine >5 ug/ml	norphenfluramine
cocaine	parahydroxyamphetamine
cropropamide1	pemoline
crothetamide1	phendimetrazine
ephedrine >5 ug/ml	phentermine
ethamivan	pholadrine
etilefrine	prolintane
fencamfamine	propylhexedine
fenetylline	pseudoephedrine >10 ug/ml
fenfluramine	salbutamol2
heptaminol	strychnine
methylenedioxamphetamine	and related substances e.g. ma huang (herbal ephedrine)

mefeoorex  
mephentermine  
mesocarbe  
methamphetamine

#### **Narcotics, such as:**

Ethylmorphine	pethidine
Hydrocodone	propoxyphene
morphine >1ug/ml	and related pentazocine substances

#### **Beta 2 Agonists, such as:**

clenbuterol	fenoterol
salbutamol2	and related
salmeterol	substances
terbutaline2	

For answers to specific questions or more information on substances not listed call the USADA Drug Hotline at 800-233-0393.

1 Component of microrene

2 See also Policy II, Section 2, part 5

**Diuretics, such as:**

acetazolamide	hydrochlorothiazide
bendroflumethiazide	indaparnide
bumetanide	spironolactone
canrenone	triamterene
chlortalidone	and related substances
furosemide	

**Peptide and Glycoprotein Hormones and analogues:**

All respective releasing factors (and their analogues) of these substances are prohibited.

corticotrophin (ACTH)	human chorionic gonadotrophin (HCG)
erythropoietin (EPO)	growth hormone (HGH Somatotrophine)

**Anabolic steroids, such as:**

boldenone	methyltestosterone
clostebol	mibolerone
danazol	nandrolone
dehydrochlormethyltestosterone	norethandrone
dihydrotestosterone	osterone
drostanolone	oxandrololone
fluoxymesterone	oxymesterone
flormebolone	oxymetholone
mesterolone	stanozolol
metandienone	testosterone <sup>1</sup>
metenolone	trenbolone and related substances
metandriol	

<sup>1</sup> Testosterone is considered positive if the ratio in urine of testosterone/epitestosterone is greater than 6 to 1 unless there is evidence that this ratio is due to a physiological or pathological condition, e.g. low epitestosterone excretion, androgen production of tumor or enzyme deficiencies.

**Masking Agents:**

epitestosterone <sup>2</sup>	probenecid
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**Cannabinoids/Marijuana:**

A concentration in urine of 11-nor-delta 9-tetrahydrocannabinol- 9-carboxylic acid (carboxy-THC) greater than 15 nanograms per milliliter is prohibited.

**For answers to specific questions or more information on substances not listed call the USADA Drug Hotline at 800-233-0393**

### III. Administrative Grievances

**Section 1.** Grievances by members relating to their rights and duties under the Constitution and Policies of USOC or relating to any administrative action by USA Cycling or its Associations, may be filed with the Executive Director in writing and stating the basis of the action that substantially prejudices the rights of the member. The Executive Director shall respond to the grievance in a prompt and equitable manner by appointing either an investigator or a three-person committee to investigate the grievance. The investigator or committee shall provide its written recommendations to the Executive Director as soon as practicable. The Executive Director shall take such action deemed appropriate under the circumstances of the case and USA Cycling regulations.

**Section 2.** For the purposes of this Policy, the meaning of the term member includes members of USA Cycling; persons participating in a bicycle race held under an USA Cycling or Association permit; affiliated organizations; and race promoters and their employees, independent contractors, and volunteers.

**EXHIBIT S**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

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## The United States Cycling Federation

This Rulebook is published by the USCF. Others may purchase a copy by sending a request with \$10, payable to USA Cycling, to the following address:

USA Cycling  
One Olympic Plaza  
Colorado Springs, CO 80909  
(719) 866-4581

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## SCHEDULE OF FEES

### 1. Scope and Definitions.

All fees and fines accrue to the general funds of USA Cycling except where it states otherwise. The Executive Director establishes these fees.

### 2. Membership Fees

All add-on licenses will expire the same date as the primary license. A domestic add-on can only be added on to a domestic license and an official's add-on can only be added on to an official's license.

<b>MEMBERSHIP TYPE OF LICENSE</b>	<b>ANNUAL FEE</b>
International	\$125
Domestic	\$50
Domestic Add-on	\$25
Juniors	\$35
Officials	\$35
Officials Add-on	\$25
Mechanics	\$50
Coaches	\$75
One-Day Licenses	\$5

Domestic Licenses are valid for one calendar year from the date of issue. The fee for foreign riders (non-U.S. citizens) at any time is \$150. International Licenses are valid only through December 31 of the year they are issued. The fee for replacing any Federation license (older than 30 days) is \$15.

### 3. Club Fees

The annual membership fee for unsponsored or sponsored clubs is \$125.

### 4. Event Categories

Event categories of each race or race series are determined separately for each racing class and are based on the total of all prizes for that class only. Minimum prize amounts are given below for events that are part of track events, single day road race events, and stage races or road race series. Certain races may be placed higher than their prize list qualifies for, as shown in the footnotes. Each race in a

- (2) Snell Memorial Foundation Standard "B" or "N" series;
  - (3) American Society for Testing and Materials (ASTM) standard F-1447.
  - (4) Canadian Standards Association (CSA) standard CAN/CSA-D113.2-M;
  - (5) U.S. Consumer Product Safety Commission (CPSC) standard for bicycle helmets;
  - (6) As to NBL only, such standards as maybe determined by its Board of Trustees to be in the best interest of its members from time to time.
- Riders shall show documentary proof of this, such as a manufacturer's label, upon request by event officials. Beginning January 1, 2010, only the DOT and CPSC helmet standards will be recognized.

**Section 2. Responsibility Warranties.** And the use of such helmets is strongly recommended for all bicycle riders. It is the rider's responsibility to select and wear such a helmet that offers sufficient protection against head injury and does not restrict the rider's vision. USA Cycling makes no warranties or representations regarding the protective adequacy or fitness for competition of any helmets and a rider, by entering an event conducted under USA Cycling or any member organization rules, agrees not to sue and to hold harmless USA Cycling from any and all claims arising from the use of any particular helmet.

**Section 3. Additional Requirements.** Associations may adopt additional, more stringent regulations regarding bicycle safety helmets, provided that such regulations may in no way supersede the requirements of this Policy.

## II. Medical Control

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

## **Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3.** Prohibited Practices. No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

## **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

## **Section 4. Tests Results and Evidence.**

All testing and results will be the responsibility of the United States Anti-Doping Agency (USADA).

## **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

***FOR THE OFFICIAL AND MOST UPDATED LIST OF THE "PROHIBITED CLASSES OF SUBSTANCES AND PROHIBITED METHODS", PLEASE REFER TO [WWW.USANTIDOPING.ORG](http://WWW.USANTIDOPING.ORG)***

**For answers to specific questions or more information on prohibited substances, please call the USADA Drug Hotline at 800-233-0393**

## **III. Administrative Grievances**

**Section 1.** Grievances by members relating to their rights and

duties under the Constitution and Policies of USOC or relating to any administrative action by USA Cycling or its Associations, may be filed with the Executive Director in writing and stating the basis of the action that substantially prejudices the rights of the member. The Executive Director shall respond to the grievance in a prompt and equitable manner by appointing either an investigator or a three-person committee to investigate the grievance. The investigator or committee shall provide its written recommendations to the Executive Director as soon as practicable. The Executive Director shall take such action deemed appropriate under the circumstances of the case and USA Cycling regulations.

**Section 2.** For the purposes of this Policy, the meaning of the term member includes members of USA Cycling; persons participating in a bicycle race held under an USA Cycling or Association permit; affiliated organizations; and race promoters and their employees, independent contractors, and volunteers.

#### **IV. Member Discipline**

**Section 1. Scope.** All members of USA Cycling and all persons who participate in any official function of USA Cycling are subject to disciplinary action as provided in this Policy. For the purposes of this Policy, the meaning of the term member is expanded to include members of USA Cycling; persons participating in a bicycle race held under a USA Cycling or Association permit; affiliated organizations; and race promoters and their employees, independent contractors, and volunteers.

**Section 2. Violations.** Any breach by a member of a provision of USA Cycling regulations or other conduct which substantially prejudices either the ability of USA Cycling to carry out its tasks or the sport of bicycle racing shall be subject to discipline as provided in this Policy, including loss of eligibility or other appropriate penalties.

**Section 3. Financial Obligations.** Members or other parties who present checks or payments to USA Cycling, an Association, a predecessor organization, or to organizers of events for which race permits have been issued, which checks or payments are dishonored by the banks upon which they are drawn, or who fail to pay any fine or other financial obligation due USA Cycling or an Association, shall be

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**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



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Attn: Technical Director  
1 Olympic Plaza  
Colorado Springs, CO 80909-5775

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## Schedule of Fees

### 1. Scope and Definitions.

All fees and fines accrue to the general funds of USA Cycling except where it states otherwise. The Executive Director establishes these fees.

### 2. Membership Fees

All add-on licenses will expire the same date as the primary license. A domestic add-on can only be added on to a domestic license.

<b>TYPE OF LICENSE</b>	<b>ANNUAL FEE</b>
International rider	\$125
Domestic rider	\$50
Domestic rider add-on	\$25
Domestic Junior rider	\$25
NCCA add-on to annual license	\$0*
Official	\$35
Mechanic	\$50
Coach	\$75
One-day rider license	\$5

\*Subject to \$15 reissue fee if not purchased at time of primary license.

All licenses expire on December 31 of the year they are issued. After September 1<sup>st</sup>, licenses can be purchased for half price, and these licenses will expire at the end of the current year. After November 1<sup>st</sup>, full price licenses can be purchased that will expire on December 31<sup>st</sup> of the following year. The fee for foreign riders (non-U.S. citizens) at any time is \$150. The fee for replacing any Federation license (older than 30 days) is \$15. There is no refund for licenses.

harmless USA Cycling from any and all claims arising from the use of any particular helmet.

**Section 3. Additional Requirements.** Associations may adopt additional, more stringent regulations regarding bicycle safety helmets, provided that such regulations may in no way supersede the requirements of this Policy.

## II. Medical Control

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

### **Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3. Prohibited Practices.** No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

### **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

### **Section 4. Tests Results and Evidence.**

All testing and results will be the responsibility of the United States Anti-Doping Agency (USADA).

### **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

***FOR THE OFFICIAL AND MOST UPDATED LIST OF THE "PROHIBITED CLASSES OF SUBSTANCES AND PROHIBITED METHODS," PLEASE REFER TO WWW.USANTIDOPING.ORG***

For answers to specific questions or more information on prohibited substances, please call the USADA Drug Hotline at 800-233-0393

## **III. Administrative Grievances**

**Section 1.** Grievances by members relating to their rights and duties under the Constitution and Policies of USOC or relating to any administrative action by USA Cycling or its Associations, may be filed with the Executive Director in writing and stating the basis of the action that substantially prejudices the rights of the member. The Executive Director shall respond to the grievance in a prompt and equitable manner by appointing either an investigator or a three-person committee to investigate the grievance. The investigator or committee shall provide its written recommendations to the Executive Director as soon as practicable. The Executive Director shall take such action deemed appropriate under the circumstances of the case and USA Cycling regulations.

**Section 2.** For the purposes of this Policy, the meaning of the term member includes members of USA Cycling; persons

**EXHIBIT U**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

## **Welcome!**

On behalf of USA Cycling, we hope that you are looking forward to a new year of bike racing. We are glad that you are a member and hope that you will find many opportunities to enjoy mountain bike, road, track and cyclocross racing.

Good luck with your racing!

### **2005 Election Calendar**

- |      |   |
|------|---|
| 5/1  | Nomination notices published online by this date  |
| 6/1  | Nominations for Trustees received by USA Cycling no later than this date  |
| 8/15 | Balloting available through membership accounts for internet voting on the USA Cycling website. Hard copy ballots will also be mailed to members who request them |
| 9/15 | Members to have completed online voting. Mailed or faxed ballots received by the Ballot Clerk no later than this date   |

This Rulebook is published by USA Cycling. It includes the USA Cycling Schedule of Fees, upgrading procedures for the USCF and NORBA, the racing regulations for road, track, cyclocross, and mountain biking, and selected bylaws and policies of the USCF, NORBA, and USA Cycling. Copies may be downloaded from the USAC website at [www.usacycling.org](http://www.usacycling.org). Officials are sent a hard copy. Other members may request a hard copy by sending \$5.00 and a self-addressed mailing label and note that says "rulebook" to the address below.

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Attn: Technical Director  
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Colorado Springs, CO 80909-5775

If you cannot download the rulebook online, but would prefer to have a PDF version on CD, just send a self-addressed mailing label with a note that says Rulebook CD.

Complete Association Bylaws, USA Cycling Bylaws, Policies, Records, and Results of National Championships may be found online at [www.usacycling.org](http://www.usacycling.org)

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### 2. Membership Fees

All add-on licenses will expire the same date as the primary license. A domestic add-on can only be added on to a domestic license.

TYPE OF LICENSE	ANNUAL FEE
International rider	\$150
Domestic rider - Primary	\$60
Domestic rider – add on	\$30
Domestic Junior rider - Primary	\$30
Domestic Junior rider – add on	\$30
NCCA Event only	\$30
Official	\$35
Mechanic	\$50
Coach	\$75
USCF one-day rider license	\$10 comp./\$5 non-comp.
UCI Support License	\$150

All licenses expire on December 31 of the year they are issued. After September 1<sup>st</sup>, domestic primary adult USCF and NORBA rider licenses can be purchased for half price, and these licenses will expire at the end of the current year. After November 1<sup>st</sup>, full price licenses can be purchased that will expire on December 31<sup>st</sup> of the following year. The fee for an international license for foreign riders (non-U.S. citizens) at any time is \$175. The fee for replacing any Federation

(4) Canadian Standards Association (CSA) standard CAN/CSA-D113.2-M;

(5) U.S. Consumer Product Safety Commission (CPSC) standard for bicycle helmets;

Riders shall show documentary proof of this, such as a manufacturer's label, upon request by event officials. Beginning January 1, 2010, only the DOT and CPSC helmet standards will be recognized.

## **Section 2. Responsibility Warranties.**

The use of such helmets is strongly recommended for all bicycle riders. It is the rider's responsibility to select and wear such a helmet that offers sufficient protection against head injury and does not restrict the rider's vision. USA Cycling makes no warranties or representations regarding the protective adequacy or fitness for competition of any helmets and a rider, by entering an event conducted under USA Cycling or any member organization rules, agrees not to sue and to hold harmless USA Cycling from any and all claims arising from the use of any particular helmet.

## **Section 3. Additional Requirements.**

Associations may adopt additional, more stringent regulations regarding bicycle safety helmets, provided that such regulations may in no way supersede the requirements of this Policy.

## **Policy II. Medical Control**

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their

medical control regulations shall apply to USA Cycling/its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

## **Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3. Prohibited Practices.** No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

## **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

## **Section 4. Tests Results and Evidence.**

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***FOR THE OFFICIAL AND MOST UPDATED LIST OF THE  
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on prohibited substances, please call the USADA Drug  
Hotline at 800-233-0393

## **Policy III. Administrative Grievances**

### **Preamble**

This Policy deals with administrative grievances only. Issues of rider eligibility and discipline are covered under Policy IV (Eligibility, Discipline, and Hearings). For the purposes of this policy, the term, "disinterested" shall mean a person who will not be personally affected by the outcome of an investigation or panel hearing and none of whose relatives, significant other, or team mates will be affected by the outcome. The term, "impartial" shall mean a person who harbors no prejudice towards nor preconceived notions about any of the parties to the grievance, any of the persons that may have information on the grievance as identified in the Grievance and any response to the Grievance by the Respondent, or the outcome of the Grievance.

## **Chapter I. Filing a Grievance**

**Part 1.** Any member (the Aggrieved) of USA Cycling or one of its associations who believes himself/herself aggrieved by any action of USA Cycling, one of its associations, or one of its members, may file a Grievance with USA Cycling. To be considered for resolution through USA Cycling's Administrative Grievance Procedure, the Grievance must:

**EXHIBIT V**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

## **Welcome!**

On behalf of USA Cycling, we hope that you are looking forward to a new year of bike racing. We are glad that you are a member and hope that you will find many opportunities to enjoy mountain bike, road, track and cyclocross racing.

Good luck with your racing!

### **2008 Election Calendar**

- |      |   |
|------|---|
| 5/1  | Nomination notices published online by this date  |
| 7/1  | Nominations for Trustees received by USA Cycling no later than this date  |
| 7/15 | Balloting available through membership accounts for internet voting on the USA Cycling website. Hard copy ballots will also be mailed to members who request them |
| 8/15 | Members to have completed online voting. Mailed or faxed ballots received by the Ballot Clerk no later than this date   |

This Rulebook is published by USA Cycling. It includes the upgrading procedures for road, track, cyclocross, and mountain biking, the racing regulations for road, track, cyclocross, and mountain biking, and selected bylaws and policies of USA Cycling. Copies may be downloaded from the USAC website at [www.usacycling.org](http://www.usacycling.org). Officials are sent a hard copy. Other members may request a hard copy by sending a self-addressed mailing label and note that says "rulebook" to the address below.

USA Cycling  
Attn: Technical Director  
1 Olympic Plaza  
Colorado Springs, CO 80909-5775

If you cannot download the rulebook online, but would prefer to have a PDF version on CD, just send a self-addressed mailing label with a note that says Rulebook CD.

Schedule of fees, complete Association Bylaws, USA Cycling Bylaws, Policies, Records, and Results of National Championships may be found online at [www.usacycling.org](http://www.usacycling.org)

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## USA Cycling Code of Conduct

**Section 1.** The mission of USA Cycling is to encourage participation and the pursuit of excellence in all aspects of bicycling. USA Cycling grants the privilege of membership to individuals and groups committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by USA Cycling at any time where USA Cycling determines that a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in cycling, USA Cycling has adopted this Code of Conduct

**Section 2.** Any member or prospective member of USA Cycling may be sanctioned under the racing rules, fined, suspended, denied membership, censured, placed on probation, or expelled from USA Cycling after being afforded the right to a hearing under USA Cycling Grievance and Hearing Policy, if such member violates the provisions of the USA Cycling Code of Conduct, set forth in Section 3 below, or aids, abets or encourages another person to violate any of the provisions of the USA Cycling Code of Conduct.

**Section 3.** The following shall be considered violations of the USA Cycling Code of Conduct:

(a) Violation of anti-doping provisions as established by USAC Policy II, the USOC, IOC, USADA, WADA, or the UCI

(b) Discrimination in violation of USAC Bylaw D or Article IV, Section 4(C)(6) of the USOC Constitution or Section 220522(a)(8) Ted Stevens Olympic and Amateur Sports Act, which require that USA Cycling must provide: an equal oppor-

only to amateur athletes, coaches, trainers, managers, mechanics, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, sex, or national origin

(c) Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or (iii) any crime involving sexual misconduct.

(d) Any non-consensual sexual contact or advance or other inappropriate sexually oriented behavior or action directed towards an athlete by a coach, official, trainer, or other person who, in the context of cycling, is in a position of authority over that athlete.

(e) The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on the recognized list of banned substances of the IOC, UCI, USADA, WADA or USOC.

(f) The use of illegal drugs in the presence of an athlete, by a coach, official, trainer or a person who, in the context of cycling, is in a position of authority over that athlete.

(g) The providing of alcohol, tobacco or other substance to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol, tobacco other substance in the state where it is provided.

(h) The abuse of alcohol in the presence of an athlete under the age of 18, by a coach, official trainer of, or a person who, in the context of cycling, is in a position of authority over that athlete.

(i) Physical abuse of an athlete by any person in a position of authority over that athlete.

(j) Any act of fraud, deception, or dishonesty in connection with any USA Cycling-related activity.

(k) Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any person in connection with any USA Cycling-related activity.

(l) Any intentional damage to private or public property while at or near an event venue sanctioned by USA Cycling, or damage to USA Cycling property.

## **USA Cycling Policies**

### **Policy I. Helmets**

#### **Section 1. Helmets Mandatory.**

**Part 1.** At all times when participating in or preparing for an event held under a USA Cycling permit, including club rides, motorcycle drivers and all motorcycle passengers shall wear a securely fastened helmet that meets the US DOT motorcycle helmet standard.

**Part 2.** At all times when participating in or preparing for an event held under a USA Cycling permit, including club rides, all licensees who are mounted on a bicycle shall wear a securely fastened helmet that meets either the US DOT helmet standards or one of the following standards:

**(1)** American National Standards Institute (ANSI) Standard Z90.4;

**(2)** Snell Memorial Foundation Standard "B" or "N" series;

**(3)** American Society for Testing and Materials (ASTM) standard F-1447.

(4) Canadian Standards Association (CSA) standard  
CAN/CSA-D113.2-M;

(5) U.S. Consumer Product Safety Commission (CPSC)  
standard for bicycle helmets;

(6) European CE standard (EN1078)

This provision does not apply to riders who are riding rollers  
or any other stationary device.

Riders shall show documentary proof of this, such as a  
manufacturer's label, upon request by event officials.  
Beginning January 1, 2010, only the DOT and CPSC helmet  
standards will be recognized.

## **Section 2. Responsibility Warranties.**

The use of such helmets is strongly recommended for all  
bicycle riders. It is the rider's responsibility to select and  
wear such a helmet that offers sufficient protection against  
head injury and does not restrict the rider's vision. USA  
Cycling makes no warranties or representations regarding the  
protective adequacy or fitness for competition of any helmets  
and a rider, by entering an event conducted under USA  
Cycling or any member organization rules, agrees not to sue  
and to hold harmless USA Cycling from any and all claims  
arising from the use of any particular helmet.

## **Section 3. Additional Requirements.**

Associations may adopt additional, more stringent regulations  
regarding bicycle safety helmets, provided that such  
regulations may in no way supersede the requirements of this  
Policy.

**Policy II. Medical Control**

**USA Cycling has a zero-tolerance policy for doping in our sport.** Fair play is paramount in maintaining the integrity of bicycle racing and the athletes who participate in it at any level and discipline. USA Cycling is committed to working with the United States Olympic Committee, the UCI, the U.S. Anti-Doping Agency, and the World Anti-Doping Agency to ensure a level playing field for all of our athletes.

Any USA Cycling member could be tested at any event and must adhere to all USADA and/or UCI anti-doping control procedures in effect at the event.

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

In addition, UCI anti-doping controls are organized at many USA Cycling events. Any member may be subject to UCI testing at such events.

**Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI

using their testing procedures and WADA approved laboratories shall result in the same penalties.

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Part 3. Prohibited Practices. No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

### **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

### **Section 4. Tests Results and Evidence.**

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### **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

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**EXHIBIT W**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

# **Chapter I**

## **General Regulations**

Appendices). Fines shall be used to fund junior development programs.

**(e)** Category A and B road events shall use the current UCI schedule of fines and penalties [UCI article 12.1.040 "other events"].

## **1C. Licensing**

**1C1.** USA Cycling issues the following annual licenses:

Rider, Coach, Manager, Mechanic, Official  
Soigneur, Doctor, Paramedic, Team Director  
Driver

**1C2.** A **license** is an identity document that is the property of USA Cycling and indicates its holder has voluntarily agreed to abide by the regulations and decisions of USA Cycling. It permits the licensee to enter any event for which the licensee is qualified, for which a permit has been issued by USA Cycling, and for which the rider licensee has properly registered and paid an entry fee. A license must be signed by the licensee in order to be valid.

**1C3.** Domestic licenses are issued by USA Cycling and are valid only for participation in events in the United States. International Licenses are issued by USA Cycling and are valid in any country for events sanctioned by a cycling federation affiliated with the UCI. All annual licenses expire on December 31st. However, licenses purchased after a certain point in the season, as determined by the CEO, will expire on December 31st of the following year.

**1C4. Liability Release.** All persons applying for a license are required, as a condition of issuance of the license, to read, agree to, and sign an agreement and release of liability in a form approved by USA Cycling.

**1C5.** All persons who are under the age of 18 years, or who are minors under the laws of their home state at the time they apply for a license, must also have their parent or guardian read, agree to, and sign an agreement and release of liability in a form approved by USA Cycling. A parent or

guardian of a minor may revoke that minor's license by written notice to USA Cycling, and such revocation shall become effective 30 days after receipt by USA Cycling of the written notice of revocation.

**1C6. Coaches and Mechanics.** Coaches and **Mechanics** may be licensed upon completion of a training program established by the CEO and paying a licensing fee.

**1C7. Eligibility.** Annual rider licensing is open to applicants who have their primary residence in the United States. A rider who becomes a member of a UCI team must hold an International Elite license. *For road, track and cyclocross, annual rider licensing is open only to applicants who have a racing age of at least 10.* A rider who becomes a member of a UCI Men's Road Team *will have his domestic license retired and replaced by a professional international license.*

Applicants must submit a completed registration form, proof of age, and the specified licensing fee to USA Cycling.

**1C8. A racing license** indicates the affiliated club, if any, of which the rider is a racing member, the state in which the rider is a resident, the rider's age, sex, license number, UCI code, citizenship and the rider's racing categories. A rider may be a racing member of only one club at any time.

**1C9. Changes** to a racing license may be made only by *USA Cycling, with exceptions noted elsewhere in these rules.* Anyone making an unauthorized alteration of a license or causing such a change to be made shall be subject to suspension.

#### **1C10. Rider Categories**

**(a)** All riders are assigned to one of the following categories with smaller numbers representing increasing rider proficiency and ability:

**Road and Track:** 5, 4, 3, 2 and 1 for men and 4, 3, 2, and 1 for women.

**Cyclocross:** 4,3,2 or 1.

**Mountain Bike:** 3,2,1 and Pro

**(b)** Rider categories are assigned by USA Cycling based on a rider's experience and performance and are subject to a

hearing. *Riders are assigned to the lowest ability category until a higher category has been earned.*

**(c)** Categories indicate cycling abilities relative to riders of the same sex without regard to age.

**(d)** Upgrading and Downgrading criteria for rider categorizing will be specified by the CEO and communicated to the licensees.

### **1C11. One-Day Licenses**

*For road, track, and cyclocross*, riders may purchase a one-day license and be permitted to enter races open to men's category 5 (*category 4 cyclocross*) or (for women) women's category 4. *Such riders do* not become members and may not enter championship events.

### **1C12. Youth Licenses**

*For road and track events*, riders younger than 10 may enter only Youth Races *and no annual license is necessary or allowed, although the rider's parent will have to sign the liability waiver.*

### **1C13 Foreign Licenses**

American riders living abroad must be licensed by the National Federation of their foreign residence. Such riders may not have a foreign license and a USA Cycling license in the same year. *Riders living in the United States may not be licensed by a foreign federation, and must be licensed by USA Cycling.*

## **1D. Rider Upgrading**

### **1D1. General Information:**

**Rider upgrades are handled electronically through a rider's USAC account.** The request will be sent to the person responsible for the area and/or category. Please follow the instructions online and provide the information about your race experience and placings. The information you provide must include the race date, name, type of event, category, number of participants, and placing. If the administrator approves the upgrade, your account will be changed so that

## USA Cycling Code of Conduct

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**EXHIBIT X**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

**Modified 10/18/10**

## **Welcome!**

On behalf of USA Cycling, we hope that you are looking forward to a new year of bike racing. We are glad that you are a member and hope that you will find many opportunities to enjoy bike racing of all kinds.

Good luck with your racing!

### **2010 Election Calendar**

- |      |   |
|------|---|
| 4/1  | Nomination notices published online by this date  |
| 7/1  | Nominations for Trustees received by USA Cycling no later than this date  |
| 7/15 | Balloting available through membership accounts for internet voting on the USA Cycling website. Hard copy ballots will also be mailed to members who request them |
| 8/16 | Members to have completed online voting. Mailed or faxed ballots received by the Ballot Clerk no later than this date   |

This Rulebook is published by USA Cycling. It is organized as follows:

Chapter 1 – Administrative Issues and General Regulations  
Chapter 2 – Track  
Chapter 3 – Road  
Chapter 4 – Stage Racing  
Chapter 5 – Cyclocross  
Chapter 6 – Mountain Bike  
Chapter 7 – Collegiate (including collegiate championships)  
Chapter 8 – Road and Track Championships  
Chapter 9 – MTB Championships  
Chapter 10 – Records  
Chapter 11 – Gran Fondo  
Appendices

Changes in regulations since last year are printed in *red italics* to make them more visible. Copies may be downloaded from the USAC website at [www.usacycling.org](http://www.usacycling.org). Officials are sent a hard copy. Other members may request a hard copy by sending a self-addressed mailing label and note that says "rulebook" to the address below.

USA Cycling  
Attn: Technical Director  
210 USA Cycling Point, Suite 100  
Colorado Springs, CO 80919

Schedule of fees, complete Association Bylaws, USA Cycling Bylaws, Records, and Results of National Championships may be found online at [www.usacycling.org](http://www.usacycling.org)

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## 1. General Regulations

The material in this chapter is applicable to all cycling disciplines unless specifically excluded. In case of conflict, a more specific rule in a discipline-specific chapter supersedes a general rule.

### 1A. Definitions

**1A1. An Administrator** is a USAC Regional Coordinator or the person designated by the Local Association.

**1A2. A bicycle race** is a competition among persons using bicycles where awards are given on the basis of relative performance.

**1A3. Category:** An ability-based designation for riders. Riders in the same age class may race in groups based on ability category.

**1A4. Class:** An age-based designation, such as junior, U23, Elite, or master.

**1A5. A club ride** is a training ride open only to members of bicycle clubs that are members of USA Cycling or a race that is open only to members of one such club and any participant who holds a USA Cycling racing license must be licensed as a member of that club.

**1A6. Disqualification** is a penalty that causes a rider or team to lose placing in a race and to be ineligible for any subsequent heats in the race.

**1A7. An Elite rider** is one who satisfies any of the following conditions:

(a) has a racing age of 23 to 29,

(b) has a racing age of 19-22 and is a member of a UCI Protour team,

(c) has a racing age of 30 years or older and has been a member of any UCI Team at any time in the current year,

(d) has a racing age of 30 years or older and has competed in any elite UCI World Cups, World Championships, Pan American Games, Pan American Championship, or Olympic

Games within the current calendar year. Riders who are classified as an Elite rider per part d) above are classified as such only in the discipline in which they competed.

**1A8.** An **event permit** is a non-exclusive authorization issued by USA Cycling to a member club or an organizer to conduct a race event of a specified type at certain location(s) on specified date(s).

**1A9. False Start:** A rider moving forward or crossing the start line or gate before the start command is given.

**1A10.** A **Gran Fondo** is a massed start ride where the participants may be timed, but no awards are given based on relative performance.

**1A11.** A **guest rider** on a team is a rider who is licensed with another club/team not entered in the event, who rides as a "guest" on the team for that specific event.

**1A12.** A **Hearing** is a formal request for review by a hearing panel of a suspension or qualification to race.

**1A13.** An **invitational race** is one in which only riders who are invited by the organizer may compete.

**1A14. Licensees** are persons holding USA Cycling licenses, such as riders, officials, coaches, trainers, and mechanics.

**1A15.** A **mishap** is a crash or a mechanical accident (tire puncture or other failure of an essential component). However, a puncture caused by the tire coming off due to inadequate gluing is not a mechanical accident, nor is a malfunction due to miss-assembly or insufficient tightening of any component. A **recognized mishap** is a stoppage that meets the above conditions. An **unrecognized mishap** is a stoppage where the above conditions are not met. A broken toe strap or cleat is a mishap. A worn or misadjusted cleat or toe strap is not a mishap. If more than one toe strap is used on a pedal, breakage of one is considered a mishap. Any mishap not immediately inspected by an official is unrecognized.

**1A16.** A **mixed team** is composed of riders belonging to different teams, none of which is entered in the event.

the organizer, approved by the CEO, and made available in writing to participants before the race.

## **1B5. Violations of Rules**

**(a) Penalties.** The following actions may be taken when USA Cycling regulations are broken (in general order of increasing severity): warning, fine, relegation, disqualification, suspension. Riders may be disqualified from all subsequent events in a race series held under a single event permit for a period of up to 10 days.

**(b) Recommended penalties for first offenses** under normal circumstances are listed below and throughout these rules within brackets. Subsequent offenses of the same type by the same rider within a year of the last such offense should receive greater penalties.

**(c)** A rider who is **disqualified** for a medical control infraction must promptly return any prizes and primes won in the event, though this obligation shall be stayed while a hearing is pending.

**(d)** Fines issued to riders or teams must be paid to USA Cycling directly. Riders who fail to submit their fine within 15 days shall be suspended per USA Cycling Policy IV (see Appendices). Fines shall be used to fund junior development programs.

**(e)** Category A and B road events shall use the current UCI schedule of fines and penalties [UCI article 12.1.040 "other events"].

## **1C. Licensing**

**1C1.** USA Cycling issues the following annual licenses:

Rider, Coach, Manager, Mechanic, Official  
Soigneur, Doctor, Paramedic, Team Director  
Driver

**1C2.** A **license** is an identity document that is the property of USA Cycling and indicates its holder has voluntarily agreed to abide by the regulations and decisions of USA Cycling. It permits the licensee to enter any event for which the licensee

is qualified, for which a permit has been issued by USA Cycling, and for which the rider licensee has properly registered and paid an entry fee. A license must be signed by the licensee in order to be valid.

**1C3.** Domestic licenses are issued by USA Cycling and are valid only for participation in events in the United States. International Licenses are issued by USA Cycling and are valid in any country for events sanctioned by a cycling federation affiliated with the UCI. All annual licenses expire on December 31st. However, licenses purchased after a certain point in the season, as determined by the CEO, will expire on December 31st of the following year.

**1C4. Liability Release.** All persons applying for a license are required, as a condition of issuance of the license, to read, agree to, and sign an agreement and release of liability in a form approved by USA Cycling.

**1C5.** All persons who are under the age of 18 years, or who are minors under the laws of their home state at the time they apply for a license, must also have their parent or guardian read, agree to, and sign an agreement and release of liability in a form approved by USA Cycling. A parent or guardian of a minor may revoke that minor's license by written notice to USA Cycling, and such revocation shall become effective 30 days after receipt by USA Cycling of the written notice of revocation.

**1C6. Coaches and Mechanics.** Coaches and **Mechanics** may be licensed upon completion of a training program established by the CEO and paying a licensing fee.

**1C7. Eligibility.** Annual rider licensing is open to applicants who have their primary residence in the United States. A rider who becomes a member of a UCI team must hold an International Elite license. For road, track and cyclocross, annual rider licensing is open only to applicants who have a racing age of at least 10. A rider who becomes a member of a UCI Men's Road Team will have his domestic license retired and replaced by a professional international license.

## **USA Cycling Code of Conduct**

**Section 1.** The mission of USA Cycling is to encourage participation and the pursuit of excellence in all aspects of bicycling. USA Cycling grants the privilege of membership to individuals and groups committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by USA Cycling at any time where USA Cycling determines that a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in cycling, USA Cycling has adopted this Code of Conduct

**Section 2.** Any member or prospective member of USA Cycling may be sanctioned under the racing rules, fined, suspended, denied membership, censured, placed on probation, or expelled from USA Cycling after being afforded the right to a hearing under USA Cycling Grievance and Hearing Policy, if such member violates the provisions of the USA Cycling Code of Conduct, set forth in Section 3 below, or aids, abets or encourages another person to violate any of the provisions of the USA Cycling Code of Conduct.

**Section 3.** The following shall be considered violations of the USA Cycling Code of Conduct:

**(a)** Violation of anti-doping provisions as established by USAC Policy II, the USOC, IOC, USADA, WADA, or the UCI

**(b)** Discrimination in violation of USAC Bylaw D or Article IV, Section 4(C)(6) of the USOC Constitution or Section 220522(a)(8) Ted Stevens Olympic and Amateur Sports Act, which require that USA Cycling must provide: an equal opportunity to amateur athletes; coaches, trainers, managers, mechanics, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, sex, or national origin

**(c)** Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or (iii) any crime involving sexual misconduct.

**(d)** Any non-consensual sexual contact or advance or other inappropriate sexually oriented behavior or action directed towards an athlete by a coach, official, trainer, or other person who, in the context of cycling, is in a position of authority over that athlete.

**(e)** The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on the recognized list of banned substances of the IOC, UCI, USADA, WADA or USOC.

**(f)** The use of illegal drugs in the presence of an athlete, by a coach, official, trainer or a person who, in the context of cycling, is in a position of authority over that athlete.

**(g)** The providing of alcohol, tobacco or other substance to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol, tobacco other substance in the state where it is provided.

**(h)** The abuse of alcohol in the presence of an athlete under the age of 18, by a coach, official trainer of, or a person who,

**USA Cycling has a zero-tolerance policy for doping in our sport.** Fair play is paramount in maintaining the integrity of bicycle racing and the athletes who participate in it at any level and discipline. USA Cycling is committed to working with the United States Olympic Committee, the UCI, the U.S. Anti-Doping Agency, and the World Anti-Doping Agency to ensure a level playing field for all of our athletes.

Any USA Cycling member could be tested at any event and must adhere to all USADA and/or UCI anti-doping control procedures in effect at the event.

**Section 1.** USA Cycling has adopted and participates in the United States Anti-Doping Agency (USADA) protocol for Olympic Movement testing (USADA protocol). The USADA protocol is incorporated herein by reference and shall prevail over any USA Cycling Regulation to the contrary. Their medical control regulations shall apply to USA Cycling, its Associations, and all members, licensees, participants in races granted permits by USA Cycling or Associations, and organizations affiliated with USA Cycling or Associations. For information on or a copy of the USADA protocol can be obtained from USADA at (800) 233-0393 or the USADA web site [www.usantidoping.org](http://www.usantidoping.org).

In addition, UCI anti-doping controls are organized at many USA Cycling events. Any member may be subject to UCI testing at such events.

## **Section 2. Prohibited Substances, Boosting, and Penalties**

**Part 1.** Use of prohibited substances or procedures that is detected by USADA using their test procedures or by the UCI

using their testing procedures and WADA approved laboratories shall result in the same penalties.

**Part 2.** Penalties for infractions of any section of these regulations shall be those set forth in the UCI Regulations from time to time and imposed by USA Cycling. Please refer to [www.usantidoping.org](http://www.usantidoping.org) or [www.uci.ch](http://www.uci.ch) or the current UCI Regulations.

**Part 3. Prohibited Practices.** No rider may use the substances listed in the current UCI list of prohibited substances. See Table 1 for a list of the more common prohibited substances. This list is not all inclusive and is subject to change at any time. For current substances contact USADA at (800) 233-0393.

### **Section 3. Testing Procedures**

The testing protocol will be that of the United States Anti-Doping Agency (USADA).

### **Section 4. Tests Results and Evidence.**

All testing and results will be the responsibility of the United States Anti-Doping Agency (USADA).

### **Section 5. Disposition**

Any investigation, prosecution, and hearings shall be the responsibility of the United States Anti-Doping Agency (USADA). USA Cycling shall impose any sanction from the adjudication process when permitted under the USADA protocol and in accordance with the UCI approved sanctions.

**FOR THE OFFICIAL AND MOST UPDATED LIST OF THE  
"PROHIBITED CLASSES OF SUBSTANCES AND  
PROHIBITED METHODS," PLEASE REFER TO  
[WWW.USANTIDOPING.ORG](http://WWW.USANTIDOPING.ORG)**

**For answers to specific questions or more information  
on prohibited substances, please call the USADA Drug  
Hotline at 800-233-0393**

**EXHIBIT Y**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**

## **Amended and Restated Bylaws of USA Cycling, Inc.**

Effective and Adopted by the Board of Directors – April 5, 2004

Amended by the Board of Directors – April 5, 2007

Amended by the Board of Directors – July 13, 2011

Amended by the Board of Directors – December 22, 2011

### **A. Purposes and Emblem**

**Section 1.** USA Cycling's purposes are those stated in its Articles of Incorporation.

**Section 2.** The vision of USA Cycling to make the United States of America the most successful country in the world of competitive cycling.

**Section 3.** The mission of USA Cycling is to achieve sustained success in international cycling competition; and to grow competitive cycling in America

**Section 4.** The CEO shall determine the emblem of USA Cycling.

**Section 5.** No person or organization may use the name or emblem of USA Cycling in advertising, soliciting goods or services, or promotion of goods, services, or events without the written consent of USA Cycling.

### **B. Organization**

**Section 1.** USA Cycling is a corporate entity organized under the laws of the State of Colorado.

**Section 2.** The government and direction of USA Cycling is committed to a Board of Directors, each member of which is referred to as a Director. The Board of Directors may define and interpret any provision of USA Cycling regulations.

**Section 3.** USA Cycling shall have such internal governance policies as may be established by the Board of Directors from time to time.

### **C. Affiliations**

**Section 1.** USA Cycling is a member of the United States Olympic Committee ("USOC") and is a member of the Union Cycliste Internationale ("UCI").

**Section 2.** Affiliation with USA Cycling is open to national nonprofit sports organizations that conduct bicycle racing programs under such term and conditions as may be established by the Board of Directors, provided that if such organization has individual members, it does not discriminate in admitting or treating such members on the basis of race, color, religion, age, gender, sexual orientation, or national origin.

**Section 3.** USA Cycling is supported by the USA Cycling Development Foundation (“Foundation”), a Colorado nonprofit corporation that is tax exempt under the Internal Revenue Code.

#### **D. Membership**

**Section 1.** USA Cycling shall have individual members. The members shall be granted such voting rights for purposes of electing members of different Sport Committees as may be defined and published by the Board of Directors, provided that the Board of Directors shall allocate to each member the right to vote in the elections for at least one Sport Committee.

**Section 2.** Membership in USA Cycling and its Sport Committees is open to all individuals who participate in the sport of bicycle racing as athletes, coaches, trainers, managers, administrators, mechanics or officials or such other categories as the Board of Directors may from time to time determine. Members shall have an equal opportunity to participate in bicycle racing without discrimination on the basis of race, color, religion, age, gender, sexual orientation, or national origin. Such participants shall be required to obtain a USA Cycling license in order to participate and shall be subject to USA Cycling regulations. Such regulations may provide for the denial, suspension, or revocation of a license or the imposition of such other sanctions against a licensee as the Board may authorize through its regulations, subject to the licensee’s right to fair notice and an opportunity to be heard.

**Section 3.** An “Eligible Athlete” for representation purposes under the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501, *et seq.* (“Sports Act”), and the bylaws of the USOC, including, without limitation, Athlete Directors, shall mean an individual that at the time of election, has: (1) within the ten years preceding election, represented the United States in the Olympic or Pan American Games or a USOC Operation Gold event, or a World Championship recognized by the UCI for which a competitive selection process was administered by USA Cycling, or, in a team sport, an international championship recognized by the UCI; or (2) within the twenty-four months before election, demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of USA Cycling’s national championships or team selection competition for the events in subparagraphs (1) or (2) of this Section 3 or in a team sport have been a member of the USA Cycling’s national team; or (3) within the ten years preceding election, represented the United States in the Paralympic Games, or an International Paralympic Committee-recognized World Championship in the events of the Paralympic Games program. Athlete representatives may not be drawn from events that categorize entrants in age-restricted classifications commonly known as “Juniors,” “Masters,” “Seniors,” “Veterans” or other similarly designated age-restricted competition. In the event a Sport Committee covers a discipline for which it is not reasonably possible to qualify an “Eligible Athlete” for election, the Board of Directors may define “Eligible Athlete” in any reasonable manner consistent with the principles above and subject to the approval, as may be required, of the USOC.

At least one-half of the individuals serving as Athlete representatives shall have competed in USA Cycling’s events or disciplines that are on the cycling program in the Olympic or Pan American Games. Up to one-half of the individuals serving as Athlete representatives may have competed in an event or discipline not on the program of the Olympic or Pan American

**EXHIBIT Z**  
**to the**  
**AFFIDAVIT OF MOLLY TOMLONOVIC**



# 2012 USA Triathlon Elite License

## Application

New, please find my approval form included with application

Renewal, my membership number is

FIRST NAME	M.I.	LAST NAME	
DOB (MM/DD/YY)	GENDER	STREET ADDRESS	
CITY	STATE	ZIP	COUNTRY(IF PURCHASING A FOREIGN ELITE LICENSE)
EMAIL ADDRESS		PHONE NUMBER	

**LICENSE TYPE:** please circle just one

**PAYMENT INFORMATION:** please indicate payment type

2012 US ELITE TRIATHLETE MEMBERSHIP	\$39.00	CHECK OR MONEY ORDER (payable to USA Triathlon)#	\$
2012 US ELITE DUATHLETE MEMBERSHIP	\$39.00	VISA OR MASTERCARD	\$
2012 US ELITE OFF ROAD MEMBERSHIP	\$39.00		
2012 FOREIGN ELITE MEMBERSHIP	\$39.00	CREDIT CARD #	exp.
2012 ELITE C OLLEGIATE MEMBERSHIP	\$39.00	CARDHOLDER'S NAME (print)	CVV#

**PLEASE MAIL TO: USA TRIATHLON ELITE MEMBERSHIP, 5825 DELMONICO DRIVE, SUITE 200, COLORADO SPRINGS, CO 80919  
OR FAX TO (719)597-2121**

## 2014 USA Triathlon Medical Control Program Consent, Release, and Indemnification

BY SIGNING THIS FORM, THE PARTICIPANT-ATHLETE IS ACKNOWLEDGING THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE MEDICAL CONTROL RULES AS ADOPTED BY USA TRIATHLON. THE ATHLETE UNDERSTANDS THAT HE/SHE MAY BE REQUIRED TO SUBMIT TO A MEDICAL CONTROL URINALYSIS TEST AT ANY EVENT SANCTIONED BY USA TRIATHLON, OR AT ANY OTHER TIME AND LOCATION AS DIRECTED BY USADA AND/OR WADA. THE ATHLETE FURTHER UNDERSTANDS THAT, BY SIGNING THIS FORM, HE/SHE IS VOLUNTARILY CONSENTING TO THE MEDICAL CONTROL RULES, RELEASING USA TRIATHLON FROM CLAIMS RELATED TO THE IMPLEMENTATION AND ENFORCEMENT OF THOSE RULES, AND INDEMNIFYING USA TRIATHLON FROM ANY COSTS INCURRED DUE TO THE ATHLETE'S BREACH OF THIS CONSENT.

I, the undersigned athlete, understand that USA Triathlon (the National Governing Body) has adopted, as part of the Competitive Rules governing the sport of triathlon, a comprehensive medical control program which prohibits the use of artificial performance enhancing substances and practices. I understand that USAT is a member organization of both the United States Olympic Committee ("USOC") and International Triathlon Union ("ITU") and I will be responsible for knowing and abiding by all of the medical control rules and doping enforcement policies of these organizations.

I have read USA Triathlon's Medical Control Rules, and I understand that athletes may be required to comply with drug testing at all USA Triathlon sanctioned events and at other times according to USADA and WADA policy. I agree to submit to a drug test if selected, knowing that detection of the use of banned substances could lead to the imposition of serious penalties, including disqualification, loss of prize money, and/or lifetime suspension from participation in future events. I recognize that in submitting to this test, I am waiving any related rights to privacy over the results and related medical records. I further understand that the practice of blood doping or "boosting" is banned by USA Triathlon and that to engage in boosting would also subject me to punitive action. I am aware that failure to comply with a drug test request will be cause for the same penalties as for those who test positive for anabolic steroids at a competition test.

I acknowledge that, by applying for membership in USA Triathlon, I voluntarily consent to be governed by all of USA Triathlon's Competitive Rules, including the Medical Control Rules, as they may be amended from time to time. By signing this form I am reaffirming my voluntary consent to be governed by USA Triathlon's Medical Control Rules. I hereby release USA Triathlon, its officers, directors, and agents from all claims and causes of action related to USA Triathlon's medical control program, including but not exclusively for invasion of privacies and/or medical malpractice for errors in administering any tests, and I agree to indemnify and hold USA Triathlon, its officers, directors, and agents harmless from any claims or expenses, including attorney's fees and the costs of litigation, incurred by them by reason of my failure to honor this consent form. The promises and covenants made by me in this form shall survive any lapse in, or termination of, my membership in USA Triathlon.

I know that medications, common beverages, and other legal products may contain banned substances. I am fully responsible for knowing what substances are banned by USADA and for monitoring my own compliance. I am aware that, as a service to USA Triathlon, USADA has agreed to answer any questions that I may have concerning medications, banned substances, procedures, or any other aspect of the medical control program, and that I may call the USADA's Drug Reference Line (1-800-233-0393) to obtain help and information.

Athlete's Printed Name

Athlete's Signature (must be handwritten)

Date

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE USA TRIATHLON AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**



**2014 WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of USA Triathlon (“USAT”) allowing me to participate in any USAT sanctioned event (**the “Event” or “Events”**) as either a member of USAT or through the issuance of a single event license or permit; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the “Agreement”**);

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with triathlon, duathlon, or other multi-sport events, and realize that running, bicycling, swimming and other portions of such Events are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USAT and the Guide to Prohibited Substances and Prohibited Methods of Doping adopted by the United States Anti-Doping Agency. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USAT, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (**“Liability”**) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

AGE: "\*\*\*\*\*" DATE OF BIRTH: \_\_\_\_\_

PARTICIPANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

***As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor’s participation in the Event(s). If, despite this Agreement, I, or anyone on the minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.***

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): \_\_\_\_\_

DATE: \_\_\_\_\_